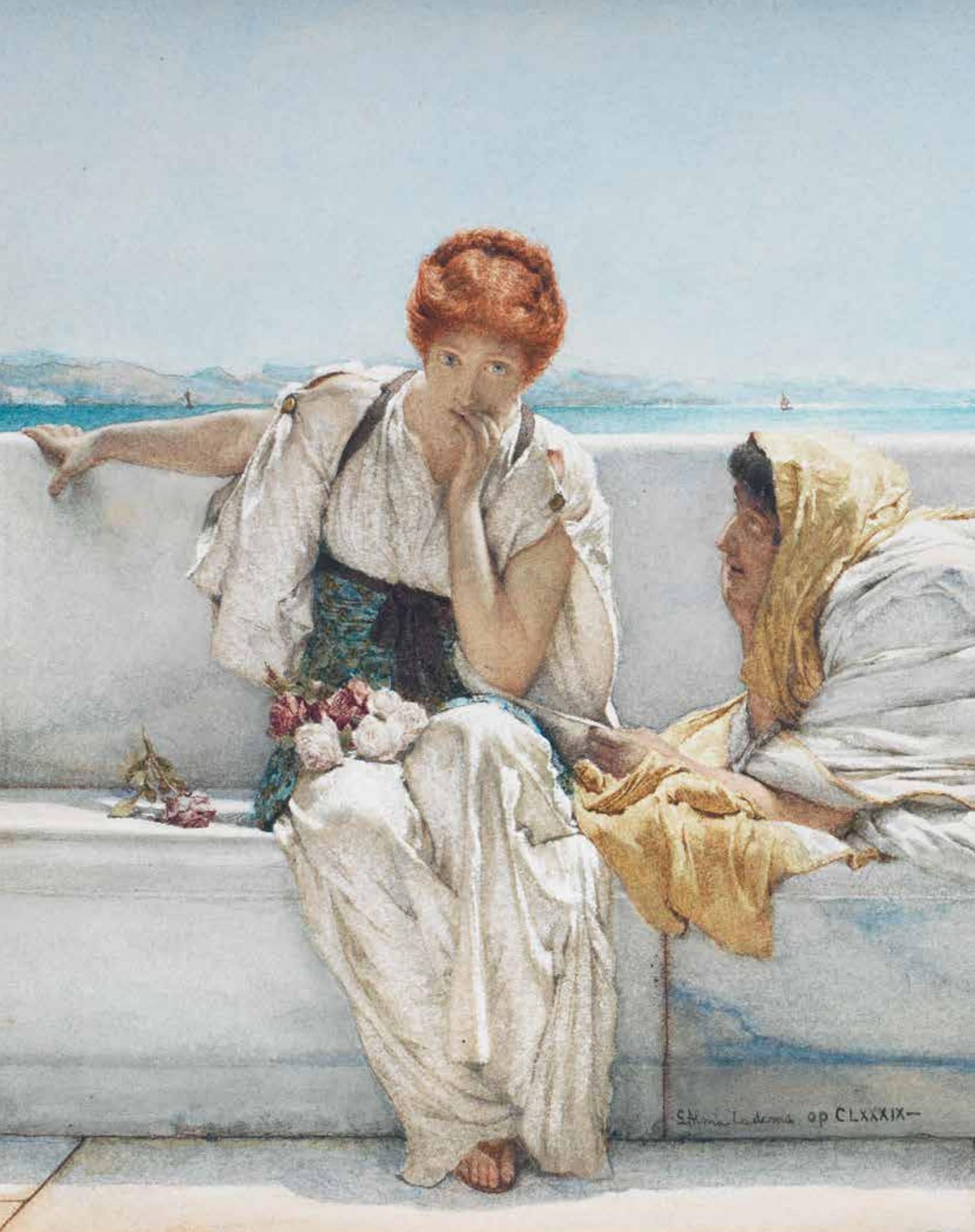
A detailed oil painting of a young girl in profile, facing left. She has her hair styled in a bun with a light-colored ribbon. She is wearing a light-colored, sleeveless dress with a decorative gold and blue patterned waistband. She holds a golden bowl with both hands, and several butterflies of various colors (orange, yellow, blue, and black) are perched on the rim of the bowl and flying around it. The background is a plain, light-colored wall.

**19TH CENTURY EUROPEAN
VICTORIAN AND BRITISH
IMPRESSIONIST ART**

Wednesday 1 March 2017

Bonhams

LONDON



S.H. Hearn Ledaia op CLXXXIX-





19TH CENTURY EUROPEAN, VICTORIAN AND BRITISH IMPRESSIONIST ART

Wednesday 1 March at 2.00pm

New Bond Street, London

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Friday 24 February
9.00am to 4.30pm
Saturday 25 February
11.00 to 4.00pm
Sunday 26 February
11.00 to 4.00pm
Monday 27 February
9.00am to 5.00pm
Tuesday 28 February
9.00am to 5.00pm
Wednesday 1 March
9.00am to 12.00pm

SALE NUMBER

23917

CATALOGUE

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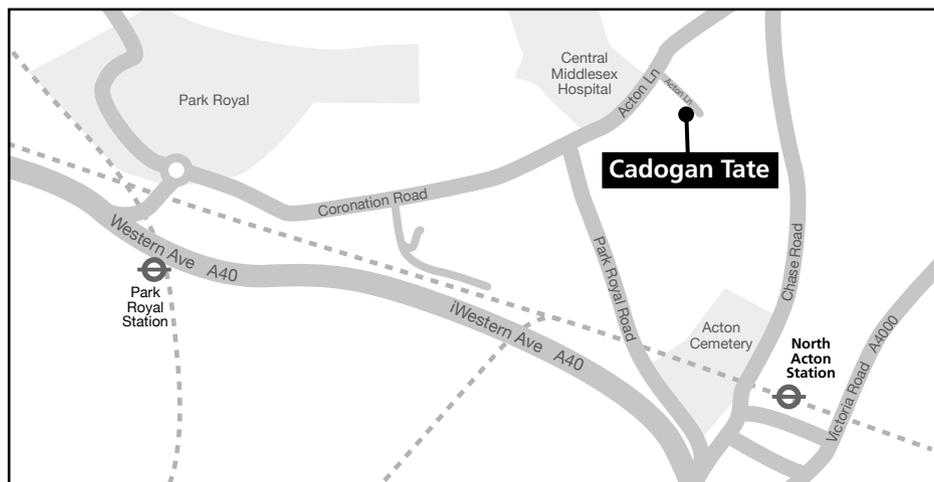
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**19TH CENTURY EUROPEAN,
VICTORIAN AND BRITISH
IMPRESSIONIST ART**

Lots 1 - 79





1

**EUGÈNE MODESTE EDMOND LE POITEVIN
(FRENCH, 1806-1870)**

A picnic

signed and dated 'Eug. Le Poitevin/1866.' (lower right), further
inscribed with monogram on red case in lower centre

oil on canvas

43 x 62.5cm (16 15/16 x 24 5/8in).

£4,000 - 6,000

US\$5,000 - 7,500

€4,600 - 7,000



2

ADOLPHE ALEXANDRE LESREL (FRENCH, 1839-1929)

A winning hand
signed and dated 'A.A. LESREL 1895' (lower right)
oil on panel

25 x 18cm (9 13/16 x 7 1/16in).

£3,000 - 5,000

US\$3,700 - 6,200

€3,500 - 5,800

3

GUSTAVE COURBET (FRENCH, 1819-1877)

Paysage du Jura

signed 'G. Courbet' (lower right)

oil on canvas

27 x 35cm (10 5/8 x 13 3/4in).

£10,000 - 15,000

US\$12,000 - 19,000

€12,000 - 17,000

Provenance

with Arthur Tooth and Sons Ltd., London, no.2553

Purchased from the above in February 1951 by the family of the present owner

Private collection, UK

Exhibited

London, Arthur Tooth and Sons Ltd., *Paris-Londres: A collection of pictures recently purchased in France*, 11 April-11 May 1951, no.5

Liverpool, Central Library Wallasey, *An Exhibition of French Pictures from the Collection of Morton D. Oliphant Esq.*, 12 May-7 June 1958, no.4

Liverpool, Walker Art Gallery, *Personal Choice: Paintings and Sculpture from Local Private Collections*, 19 July-20 August 1961, no.10 (lent by the family of the present owner)



4

LÉON AUGUSTIN LHERMITTE (FRENCH, 1844-1925)

Le Labourage

signed 'L.Lhermitte' (lower right)

charcoal

38.5 x 67cm (15 3/16 x 26 3/8in).

on two joined sheets

£3,000 - 5,000

US\$3,700 - 6,200

€3,500 - 5,800

Provenance

with Durand-Ruel, Paris, 30 May 1972

with Deschamps, London

Robert Rudolph

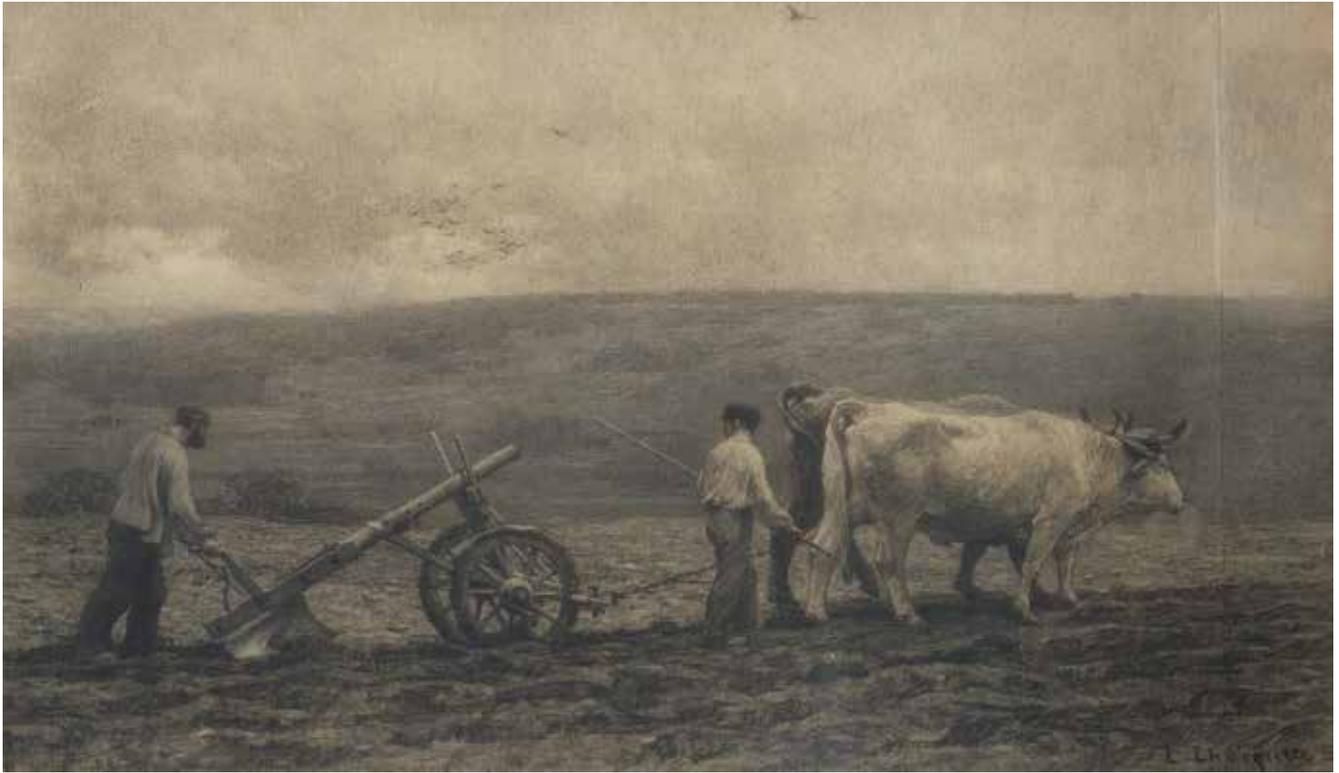
Private collection, UK

Literature

M. Le Pelley Fonteny, *Catalogue raisonné de Léon-Augustin Lhermitte*,
Paris, 1991, p.481, no.931 (with wrong dimensions)

Painted in 1871, the present lot is a preparatory drawing for the oil held in the Glasgow Museum entitled *Ploughing with Oxen* (accession no.2229), executed the same year. Lhermitte's honest and realist depiction of these two peasant farmers is typical of his work, conveying solemnity yet also a certain reverence for their exhausting and thankless work.

We are grateful to the Comité Lhermitte for confirming the attribution to Léon Augustin Lhermitte. The work will be included in the Supplement of the Catalogue Raisonné of the artist, currently in preparation by Galerie Brame & Lorenceau and Monique Le Pelley-Fonteny.



5

HIPPOLYTE CAMILLE DELPY (FRENCH, 1842-1910)

Evening on the Loire

signed 'H C. Delpy.' (lower right), with artist's stamp to the reverse

oil on panel

52 x 81.5cm (20 1/2 x 32 1/16in).

£4,000 - 6,000

US\$5,000 - 7,500

€4,600 - 7,000

Provenance

with M. Newman, London

Private collection, UK



6

HIPPOLYTE CAMILLE DELPY (FRENCH, 1842-1910)

A tree-lined river landscape, a village beyond
signed and dated 'H.C.Delpy. 96' (lower right)
oil on panel

52 x 81cm (20 1/2 x 31 7/8in).

£20,000 - 30,000

US\$25,000 - 37,000

€23,000 - 35,000

Provenance

with Richard Green Fine Paintings, London
Private collection, Spain





7

GEORGES WASHINGTON (FRENCH, 1827-1910)

The hunt

signed 'G Washington' (lower right)

oil on panel

22 x 41cm (8 11/16 x 16 1/8in).

£4,000 - 6,000

US\$5,000 - 7,500

€4,600 - 7,000

Provenance

Private collection, Greece



8

ALEXANDER M. ROSSI (BRITISH, 1840-1916)

Reflection

signed 'A. Rossi/1896' (upper right)

oil on canvas

77.5 x 55.5cm (30 1/2 x 21 7/8in).

£3,000 - 5,000

US\$3,700 - 6,200

€3,500 - 5,800

Provenance

Private collection, Greece

9 * AR

EMILE DECKERS (BELGIAN, 1885-1968)

Trois jeunes algeriennes
signed, inscribed and dated 'EDeckers/alger/1939' (lower right)
pastel

55 x 85cm (21 5/8 x 33 7/16in).

£12,000 - 18,000

US\$15,000 - 22,000

€14,000 - 21,000

Provenance

Private collection, Switzerland





10 *

SANTIAGO ARCOS Y MEGALDE (CHILEAN, 1865-1912)

The Scholar

signed and dated 'S. Arcos 87' (lower right), inscribed 'Faragi Wisem'
in pencil (upper right)

watercolour

54 x 38.5cm (21 1/4 x 15 3/16in).

£4,000 - 6,000

US\$5,000 - 7,500

€4,600 - 7,000



11

ALBERTO PASINI (ITALIAN, 1826-1899)

Landscape with Arab horsemen
signed and dated 'A. Pasini. 1857' (lower left)
oil on canvas
66 x 41cm (26 x 16 1/8in).

£10,000 - 15,000

US\$12,000 - 19,000

€12,000 - 17,000

Provenance

Purchased from galleria Arte 80, Savagliano, prior to 1995
Private collection, Italy

To be sold with copies of photo certificates confirming the authenticity
of the present lot; one issued by Dario Monteverdi, Milan, 1989, the
other by Angelo Dragone, Turin, 1994



12

ABRAHAM HULK (DUTCH, 1813-1897)

Calm waters

signed 'A Hulk.' (lower right)

oil on panel

30 x 41cm (11 13/16 x 16 1/8in).

£3,000 - 5,000

US\$3,700 - 6,200

€3,500 - 5,800



13

SIR AUGUSTUS WALL CALLCOTT, RA (BRITISH, 1779-1844)

Capriccio of Verona

oil on canvas

91 x 132.5cm (35 13/16 x 52 3/16in).

£6,000 - 8,000

US\$7,500 - 10,000

€7,000 - 9,300

14

FRANZ KNEBEL (SWISS, 1809-1877)

A view of Rome
signed 'F.Knebel feci.' (lower left), inscribed and dated 'Roma 1854'
(lower right)

oil on canvas

75 x 127.5cm (29 1/2 x 50 3/16in).

£6,000 - 8,000

US\$7,500 - 10,000

€7,000 - 9,300

Provenance

with Frost and Reed, London

with Stacey Marks by 13 March 1964

Private collection, UK



15

ALEXANDER NASMYTH (BRITISH, 1758-1840)

Veduta di Napoli da Posillipo; Veduta della costa Sorrentina
a pair

oil on canvas

each 68.7 x 89.9cm (27 1/16 x 35 3/8in).

(2)

£40,000 - 60,000

US\$50,000 - 75,000

€46,000 - 70,000

Provenance

Private collection, Italy

Literature

Massimo Ricciardi, *Paesaggisti stranieri in Campania nell'Ottocento*, Salerno, 2002, p.24-26 and 28, illustrated figs. 3, 4

Alexander Nasmyth was born in Edinburgh in September 1758. His father was an architect and builder and he was initially educated at home, before attending 'Mammy' Smith's school in the Grassmarket, and then the high school where he studied arithmetic and geometry in preparation for a career in the family business.

Alexander was however drawn to life as an artist, and while working with James Cummyng, a tradesman-house painter, his talent was spotted by Allan Ramsay, principal painter in ordinary to George III. Ramsay persuaded Cummyng to release his apprentice and the young Alexander journeyed south to London where he began work in Ramsay's studio.

Towards the end of 1778, he returned to Edinburgh and began his practice as a portrait painter. He gradually evolved a style of his own, placing the sitters within a landscape and gradually the backgrounds became as important as the sitters.

In common with many of his contemporaries Nasmyth left Scotland in December 1782 to continue his studies abroad. He arrived in Rome in April 1783 and began an extensive journey through Italy visiting The Bay of Naples, Bolsena, Ancona and Tivoli.

He returned to Edinburgh at the end of 1784 and continued his practice as a portrait and landscape painter. His landscapes, principally influenced by Claude Lorrain and Ruisdael, are tranquil, finely detailed and romantic. By all accounts Alexander Nasmyth was a delightful, kind and humorous man – a polymath, combining a prodigious artistic talent with a practical knowledge of engineering and architecture.

He died in April 1840 and was buried in St Cuthbert's churchyard, Edinburgh.



16 †

ISAAC WHITEHEAD (AUSTRALIAN, 1819-1881)

In Milford Sound, West Coast, New Zealand
signed and dated 'I. Whitehead/1878' (lower right), inscribed '...
ford Sound/West Coast N.Z./by I. Whitehead/Melbourne' on label on
reverse

oil on canvas

91.5 x 117cm (36 x 46 1/16in).

£20,000 - 30,000

US\$25,000 - 37,000

€23,000 - 35,000

Provenance

Property of an important Public Limited Company

The present lot depicts Lady Bowen Falls in Milford Sound, located in New Zealand's Fiordland National Park in the South Island. At 162m high, it is the tallest waterfall in the national park, facing Mitre Peak and marking the end of the River Bowen, dropping from a hanging valley and into the head of Milford Sound. The waterfall is named after Lady Diamantina Bowen (c.1832-1893), née La Contessa Diamantina di Roma, who was the wife of Sir George Bowen (1859-1868), a much-decorated British colonial administrator and fifth Governor of New Zealand (1868-1873). Milford Sound's picturesque setting has long been an attraction for tourists, with the poet Rudyard Kipling (1865-1936) describing the area as 'the eighth Wonder of the World'.

Isaac Whitehead was born in Dublin to Joseph Whitehead, a carver and gilder, and Ann (née Studdard). He emigrated to Melbourne, Australia in c.1858, and later travelled to New Zealand in 1877-78. Whitehead painted several other views of Milford Sound and nearby areas of the west coast of the South Island.



17

EDWARD FOX (BRITISH, ACTIVE 1813-1854)

The Chain Pier, Brighton

oil on canvas

65.5 x 177cm (25 13/16 x 69 11/16in).

£12,000 - 18,000

US\$15,000 - 22,000

€14,000 - 21,000





18

THOMAS ALLOM (BRITISH, 1804-1872)

Queen's Park, Brighton

watercolour

57 x 92cm (22 7/16 x 36 1/4in).

£4,000 - 6,000

US\$5,000 - 7,500

€4,600 - 7,000

The present lot was intended as a preparatory design to show the proposed layout of Queen's Park in Brighton. The area of land was purchased in 1825 by wealthy Brighton lawyer and property developer Thomas Attree (1777-1863), who commissioned architect Sir Charles Barry (1795-1860) to realise his plans, which were inspired by Regent's Park in London. Attree desired a grand villa for himself, with similarly grand detached villas around the edge of the park, as well as a spa. Allom worked with Barry to produce the grand design shown in this watercolour, and later the pair worked together in the remodelling of the Houses of Parliament (1840-1866) and of Highclere Castle, Hampshire (1839-1878). The present lot is therefore a unique depiction of this work in progress, which is today a favourite public park in the city.



19 †

HENRY PETHER (BRITISH, ACTIVE 1828-1865)

Lambeth Palace from the Thames

oil on canvas

61 x 91.5cm (24 x 36in).

£7,000 - 10,000

US\$8,700 - 12,000

€8,100 - 12,000

Provenance

Sale, Sotheby's London, 11 March 1987, lot 99

Property of an important Public Limited Company

20

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Pheasant in flight

signed 'Archibald Thorburn' (lower right)

watercolour and bodycolour

54 x 75cm (21 1/4 x 29 1/2in).

£12,000 - 18,000

US\$15,000 - 22,000

€14,000 - 21,000

Provenance

with Rowland Ward, Ltd., London

Collection of Sir Crawford McCullagh

Acquired by the present owner in 1974

Private collection, UK

Sir Crawford McCullagh (1868-1948), previous owner of the present lot, was a prominent Unionist politician and businessman in Northern Ireland. McCullagh was the first person to suggest a period of silence to commemorate those who died in the First World War. The familiar Two Minutes Silence was first held at the 11th hour of the 11th day of the 11th month in 1919.





21

21
ARCHIBALD THORBURN (BRITISH, 1860-1935)

Pectoral Sandpiper
 signed 'A.Thorburn' (lower left)
 watercolour and bodycolour
 17 x 24cm (6 11/16 x 9 7/16in).

£2,500 - 3,500
 US\$3,100 - 4,400
 €2,900 - 4,100

Provenance
 with The Moorland Gallery Ltd., London
 Private collection, UK

Literature
 Lord Lilford, *Birds of the British Islands*, 1885-1897, R.H. Porter,
 London, vol.V, no.32

22
ARCHIBALD THORBURN (BRITISH, 1860-1935)

A Stone Curlew and a pair of French Partridge
 signed and dated 'A.Thorburn/1925' (lower right)
 watercolour and bodycolour
 28.5 x 20cm (11 1/4 x 7 7/8in).

£3,000 - 5,000
 US\$3,700 - 6,200
 €3,500 - 5,800

Provenance
 Private collection, UK

Literature
 Archibald Thorburn, *British Birds*, Longmans, Green & Co., 1915-18,
 pl.130



22



23

23

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Bartram's Plover
signed 'A.Thorburn' (lower right)
watercolour and bodycolour
17.5 x 25cm (6 7/8 x 9 13/16in).

£2,500 - 3,500
US\$3,100 - 4,400
€2,900 - 4,100

Provenance

with The Moorland Gallery Ltd., London
Private collection, UK

Literature

Lord Lilford, *Birds of the British Islands*, 1885-1897,
R.H. Porter, London, vol.V, no.44

24

ARCHIBALD THORBURN (BRITISH, 1860-1935)

A male Wheatear
signed and dated 'A. Thorburn/1917' (lower right)
watercolour and bodycolour
12.5 x 12.5cm (4 15/16 x 4 15/16in).

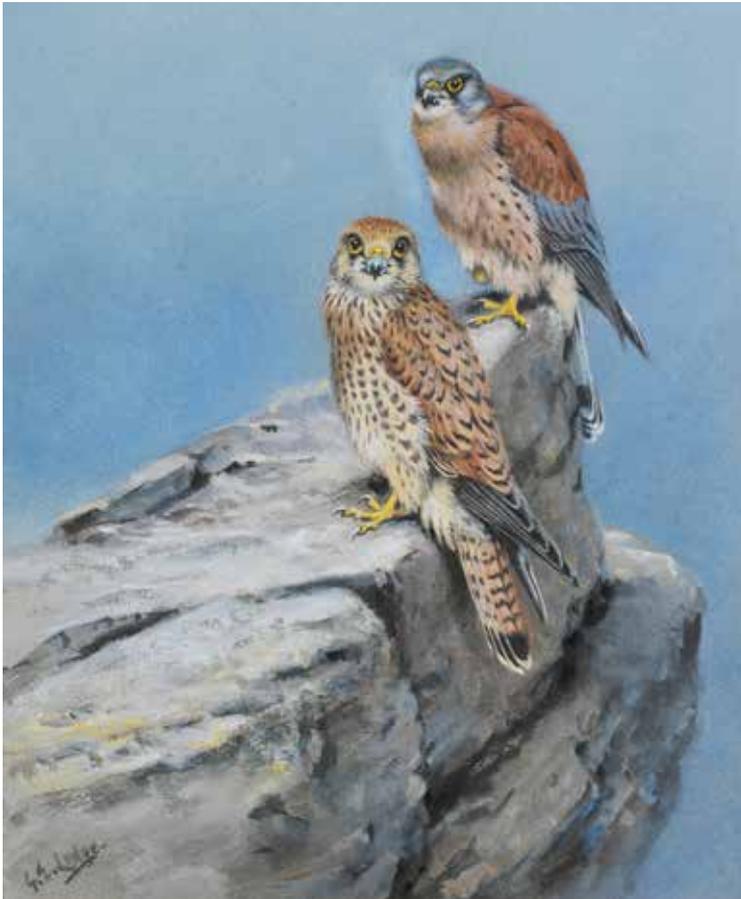
£1,000 - 1,500
US\$1,200 - 1,900
€1,200 - 1,700

Provenance

with Fores, Ltd., London
Private collection, UK



24



25 AR

GEORGE EDWARD LODGE (BRITISH, 1860-1954)

Peregrine Falcon; Lesser Kestrels
two, each signed 'G.E.Lodge.' (the former lower
right; the latter lower left)
watercolour and gouache
the former 29 x 24cm (11 7/16 x 9 7/16in),
the latter 27.5 x 22cm (10 13/16 x 8 11/16in)
(2)

£2,000 - 3,000

US\$2,500 - 3,700

€2,300 - 3,500

Provenance

Private collection, UK

Literature

D. A. Bannerman and G. E. Lodge, *Birds of the
British Isles*, 1957, vol.V, pl.27 (*Peregrine Falcon*);
pl.13 (*Lesser Kestrels*)



26

ATTRIBUTED TO EDMUND BRISTOW (BRITISH, 1787-1876)

Pointers in a landscape

oil on canvas

63 x 75.5cm (24 13/16 x 29 3/4in).

£5,000 - 7,000

US\$6,200 - 8,700

€5,800 - 8,100

Provenance

with Richard Green, London

Private collection, UK

27

THOMAS SIDNEY COOPER, RA (BRITISH, 1803-1902)

The Lord of the Herd: a bull and three cows in a pasture - evening
signed and dated 'T. Sidney Cooper ARA/1851' (lower right)
oil on canvas

145.5 x 123cm (57 5/16 x 48 7/16in).

£15,000 - 20,000

US\$19,000 - 25,000

€17,000 - 23,000

Provenance

Sale, Christie's London, 25 March 1876, lot 52, property of T.O. Potter,
760gns to Permain

Sale, Christie's London, 17 June 1910, lot 17, property of Sir Frederick
Thorpe Mappin 305gns to Sampson

Sale, Sotheby's Belgravia, 29 June 1976, lot 20

Private collection, Spain

Literature

Kenneth J. Westwood, *Thomas Sidney Cooper, C.V.O., R.A., his life
and work*, Ilminster, 2011, vol. I, p.256, cat. no. O.1851.13



28

JOHN FREDERICK HERRING, JNR. (BRITISH, 1815-1907)

Horses, pigs and chickens in a farmyard
signed 'JF Herring.' (centre left, on the cross post)
oil on canvas
76 x 127.5cm (29 15/16 x 50 3/16in).

£10,000 - 15,000

US\$12,000 - 19,000

€12,000 - 17,000

Provenance

Sale, Sotheby's London, 5 November 1997, lot 59
with Gavin Graham Gallery, London, 1997

Private collection

Sale, Christie's New York, 23 April 2012, lot 75

Acquired from the above sale by the present owner





29 AR

EDGAR HUNT (BRITISH, 1876-1953)

Birds of a feather
signed and dated 'E. Hunt 1908' (lower left)
oil on canvas
61 x 45.5cm (24 x 17 15/16in).

£7,000 - 10,000

US\$8,700 - 12,000

€8,100 - 12,000

Provenance

Sale, Sotheby's Chester, 19 July 1990, lot 3123
with Callaghan Fine Paintings, Shrewsbury
Private collection, UK



30 AR

EDGAR HUNT (BRITISH, 1876-1953)

Farmyard friends

signed and dated 'E.Hunt 1919' (lower right)

oil on canvas

56 x 76cm (22 1/16 x 29 15/16in).

£7,000 - 10,000

US\$8,700 - 12,000

€8,100 - 12,000



31

THOMAS SIDNEY COOPER, RA (BRITISH, 1803-1902)

Cattle and sheep resting

signed and dated 'T Sidney Cooper RA/1880' (lower right)

oil on canvas

61 x 91.5cm (24 x 36in).

£8,000 - 12,000

US\$10,000 - 15,000

€9,300 - 14,000

Provenance

Sale, Sotheby's London, 16 December 1987, lot 74

Private collection, UK

Literature

Kenneth J. Westwood, *Thomas Sidney Cooper, C.V.O., R.A., his life and work*, Ilminster, 2011, vol. I, p.411, cat. no. O.1880.15, illustrated in colour volume 2, pl.280, p.236



32

EUGÈNE VERBOECKHOVEN (BELGIAN, 1798-1881)

Farm animals by a field shelter

signed and dated 'Eugène Verboeckhoven ft. 1870' (lower right),
inscribed 'Je soussigné déclare que/le tableau ci contre est/original/
Eugène Verboeckhoven/Schaerbeek les Bruxelles/1870' on label on
reverse

oil on panel

29 x 39.5cm (11 7/16 x 15 9/16in).

£6,000 - 8,000

US\$7,500 - 10,000

€7,000 - 9,300

Provenance

Sale, Christie's London, 9 October 1987, lot 35

Private collection, UK

33

JOHANN WILHELM PREYER (GERMAN, 1803-1889)

Still life with champagne and oysters

signed and dated 'J.w.Preyer 1857.' (lower right), indistinctly signed on label on reverse

oil on canvas

36.5 x 33cm (14 3/8 x 13in).

£40,000 - 60,000

US\$50,000 - 75,000

€46,000 - 70,000

Provenance

Private collection, UK



34

ANDREA LANDINI (ITALIAN, 1847-1935)

The Cardinal's favourite
signed 'A. Landini' (lower right)
oil on canvas
47 x 38.5cm (18 1/2 x 15 3/16in).

£15,000 - 25,000

US\$19,000 - 31,000

€17,000 - 29,000

Provenance

with MacConnal-Mason, London
Private collection, UK
By descent to the present owner



35

ROMÁN RIBERA CIRERA (SPANISH, 1849-1935)

Before the ball

signed 'Roman Ribera' (lower left)

oil on canvas

50 x 40cm (19 11/16 x 15 3/4in).

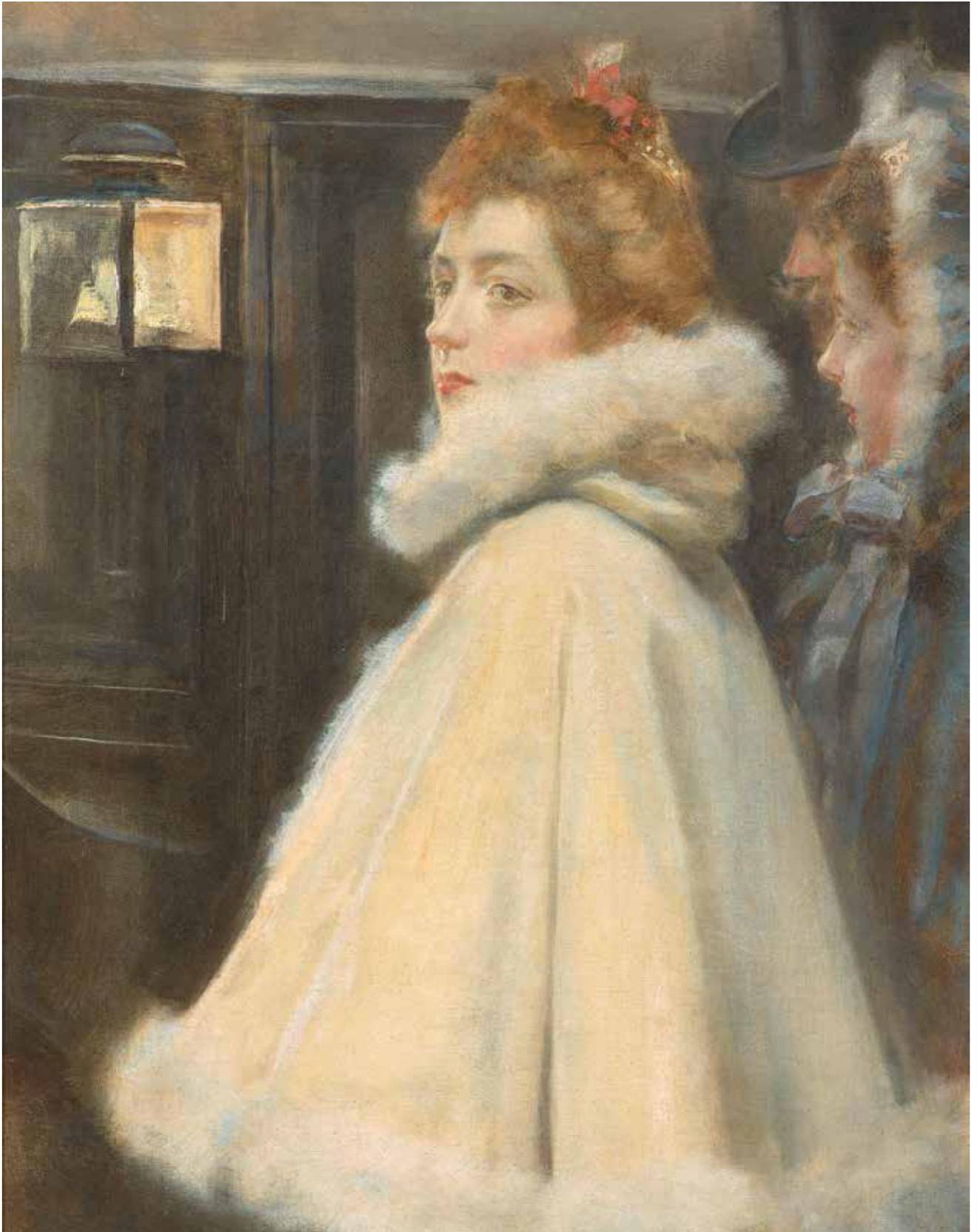
£8,000 - 10,000

US\$10,000 - 12,000

€9,300 - 12,000

Provenance

Private collection, Italy



36 *

EUGEN VON BLAAS (AUSTRIAN, 1843-1931)

The Italian seamstress

signed 'Eugen von Blaas' (upper left)

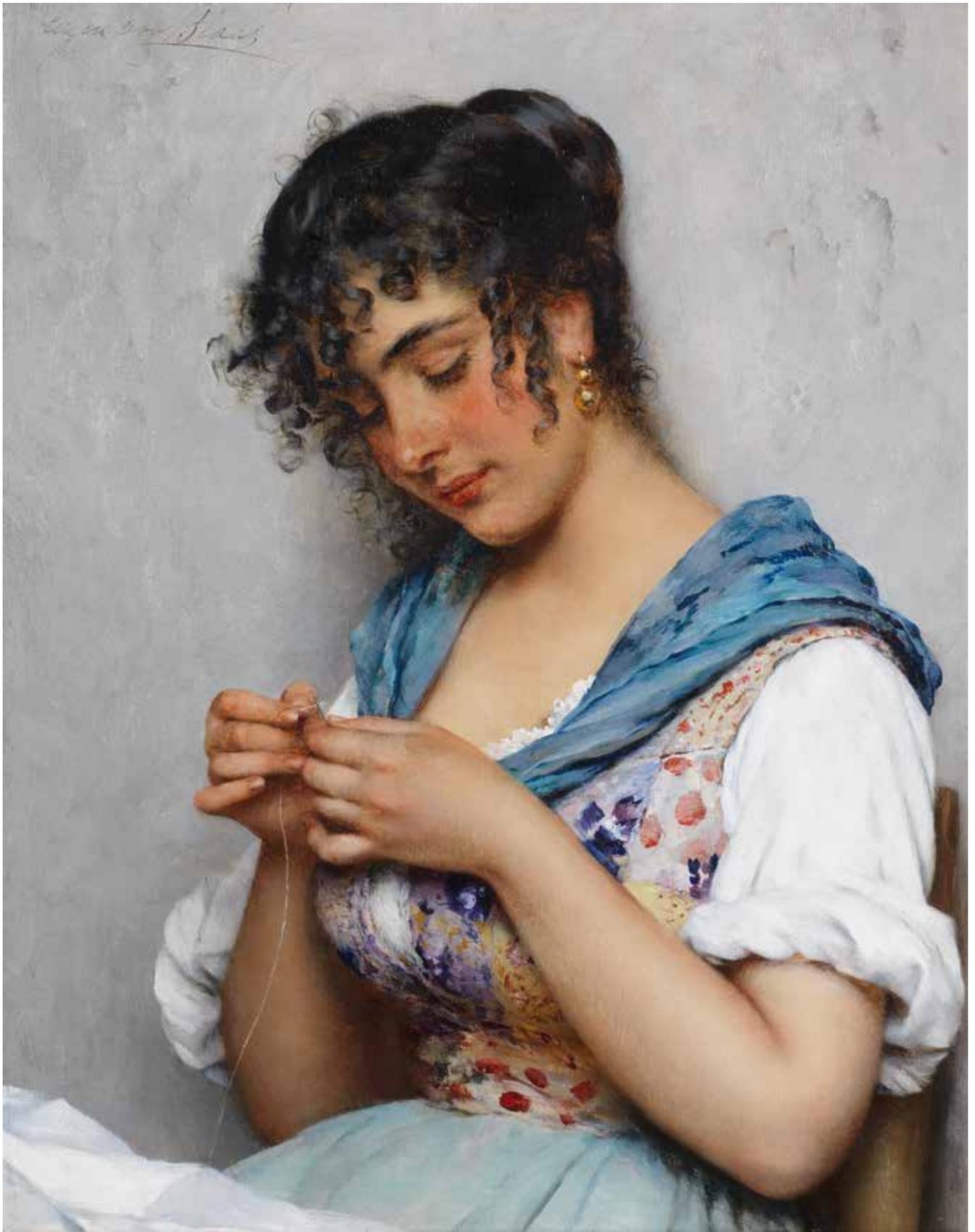
oil on panel

40.5 x 32cm (15 15/16 x 12 5/8in).

£40,000 - 60,000

US\$50,000 - 75,000

€46,000 - 70,000





37

VITTORIO REGGIANINI (ITALIAN, 1858-1939)

The letter; The treat
a pair, each signed 'VReggianini' (lower left)
oil on canvas
each 49.5 x 39.5cm (19 1/2 x 15 9/16in).
(2)

£10,000 - 15,000

US\$12,000 - 19,000

€12,000 - 17,000



38

GIOVANNI BOLDINI (ITALIAN, 1842-1931)

Signora con collana di perle

signed 'Boldini' (lower right)

black chalk on paper

17.7 x 13.5cm (6 15/16 x 5 5/16in).

unframed

£5,000 - 7,000

US\$6,200 - 8,700

€5,800 - 8,100

Provenance

Private collection, Italy

Exhibited

Studio Gilli di Milano, 1988

Executed c.1890, this previously unrecorded work dates from a period in the artist's oeuvre when he was consciously examining the figures and faces of the sitters he was portraying. Through these works Boldini was attempting to capture the essence of a modern, sensual woman. His pencil is fluid, and the different lines examine the relationship between the image and the space that it inhabits. The slight turn of the sitter's head and her drawn back hair help define her features, and her elegance is a wonderful example of the artist at his most expressive.

We are grateful to Dott.ssa Francesca Dini for confirming the attribution to Giovanni Boldini, and for her assistance in cataloguing the present lot, which will be included in the first supplement of the catalogue raisonné on the artist currently in preparation. The work will be sold with a photo-certificate from Francesca Dini.



PROPERTY FROM AN IMPORTANT EUROPEAN COLLECTION

39

JOAQUIN SOROLLA Y BASTIDA (SPANISH, 1863-1923)

Barcas y pescadoras, Playa de Valencia

signed and inscribed 'Al amic Dalmau / J. Sorolla - B.' (lower left)

oil on board

22.5 x 33cm (8 7/8 x 13in).

£60,000 - 80,000

US\$75,000 - 100,000

€70,000 - 93,000





Fishermen, Stranded Boats, Valencia; Pescadores, barcas varadas, Valencia, (oil on canvas)
 Sorolla y Bastida, Joaquín (1863-1923), Private Collection
 © Christie's Images / Bridgeman Images

The present lot was most likely painted in 1904, the summer of which Sorolla spent painting on the El Cabanal beach in Valencia. Here he produced numerous small scale beach scenes, painted on the spot.

1904 was a hugely prolific year for Sorolla, the artist producing nearly 250 works by the end of the year. Among the major works painted this summer were some of his most iconic beach scenes, including *Summer* (Museo Nacional de Bellas Artes de Cuba, Havana, *Midday at Valencia Beach* (Arango Collection) and *Sewing the Sail* (Masaveu Collection), works which helped consolidate Sorolla's reputation in Europe.

We are grateful to Blanca Pons-Sorolla for confirming the attribution to Joaquín Sorolla. The work will be included in Blanca Pons-Sorolla's catalogue under inventory BPS 3686.



© Museo Sorolla, Madrid





OTHER PROPERTIES

40

NOÉ BORDIGNON (ITALIAN, 1841-1920)

Sharing lamplight

signed 'N.Bordignon' (lower left)

oil on canvas

85 x 105cm (33 7/16 x 41 5/16in).

£5,000 - 7,000

US\$6,200 - 8,700

€5,800 - 8,100



41

GIUSEPPE COSTA (ITALIAN, 1852-1912)

A tavern scene

signed and dated 'GCosta 1887.' (lower left)

oil on canvas

78 x 137.5cm (30 11/16 x 54 1/8in).

£15,000 - 20,000

US\$19,000 - 25,000

€17,000 - 23,000

Provenance

Private collection, Italy

To be sold with a copy of the certificate confirming the authenticity issued by Ettore Merkel



42

BARTOLOMEO GIULIANO (ITALIAN, 1825-1909)

The Reception at Villa Carlotta, Lake Como
indistinctly signed and dated 'BGuiliano/1875' (lower left), also bears
signature and date (lower left)
oil on canvas

61.5 x 88.5cm (24 3/16 x 34 13/16in).

£8,000 - 12,000

US\$10,000 - 15,000

€9,300 - 14,000

Provenance

with M. Newman, London
Private collection, UK



43 AR

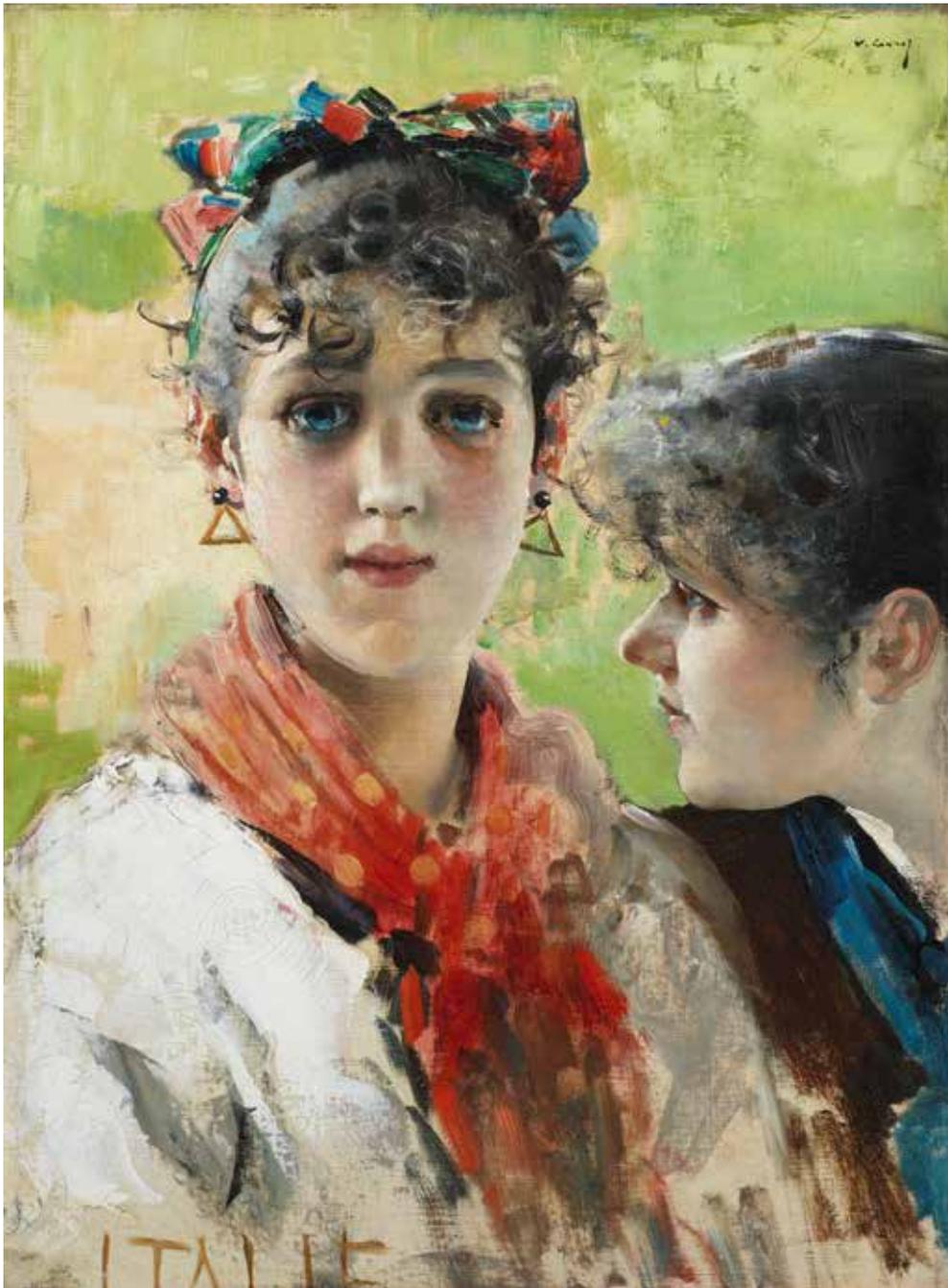
MARGARET DOVASTON (BRITISH, 1884-1955)

His Stradivarius
signed and dated 'M.Dovaston/1950-' (lower left)
oil on canvas
52 x 69cm (20 1/2 x 27 3/16in).

£7,000 - 10,000

US\$8,700 - 12,000

€8,100 - 12,000



44

VITTORIO MATTEO CORCOS (ITALIAN, 1859-1933)

Due giovani ragazze

signed 'V. Corcos' (upper right), also bears inscription 'ITALIE' (lower left)

oil on canvas

61.5 x 46cm (24 3/16 x 18 1/8in).

£15,000 - 20,000

US\$19,000 - 25,000

€17,000 - 23,000



45

GUSTAVE LÉONHARD DE JONGHE (BELGIAN, 1829-1893)

The recital

signed and dated 'Gustave de Jonghe 1862' (lower right)

oil on panel

55.5 x 45.5cm (21 7/8 x 17 15/16in).

£12,000 - 18,000

US\$15,000 - 22,000

€14,000 - 21,000

Provenance

Private collection, The Netherlands

46

SIR JOHN EVERETT MILLAIS, PRA (BRITISH, 1829-1896)

The Minuet

signed with monogram (lower right)

watercolour

35 x 24.5cm (13 3/4 x 9 5/8in).

£20,000 - 30,000

US\$25,000 - 37,000

€23,000 - 35,000

Provenance

with Thomas Agnew and Son, Manchester, from the artist

unknown buyer, recorded as 'James', 1 December 1867

with Thomas Agnew and Son, Manchester

Abraham Haworth, purchased 12 February 1873

John Goodier Haworth

Thence by descent

Exhibited

Manchester, Royal Jubilee Exhibition, 1887, no.1432

London, Guildhall, *Loan exhibition of water-colour drawings*, 1896

Literature

Exhibition catalogue, *Royal Jubilee Exhibition* (Manchester, 1887), no.1432

Walter Armstrong, *Critical notes reprinted from the 'Manchester Guardian'*, Royal Jubilee Exhibition, Fine Art Section (Manchester, 1887), p.54

The provenance of the present lot reveals much about the art world of the 1860s and 1870s. Millais was at the height of his powers when it was produced and the art dealers Thomas Agnew & Sons in Manchester acquired it directly from the artist. The eventual owner was Abraham Haworth, a successful textile merchant based near Manchester. This is typical of the time when there was a great demand for art, particularly modern British masters, from the class of merchants, bankers and industrialists who had made Britain's industrial cities so wealthy in the course of the 19th century.

Abraham and his brother Jesse Haworth were collectors with wide interests, from paintings to Wedgewood porcelain. The extent of their painting collections is demonstrated by the selection of works they lent to the *Royal Jubilee Exhibition*, 1887. Abraham lent 21 pictures including works by JMW Turner, Holman Hunt and Millais, including the present lot.

The first known version of *The Minuet* was painted in oils in 1866 and exhibited at the RA in 1867. It was also acquired by Agnews and sold to the civil engineering contractor Sir John Kelk. It was such a success that there was a demand for versions of the picture, Millais responded by painting two more versions, one in watercolour being the present lot, the other now in the *Kunsthalle* in Hamburg.

It depicts Millais's first daughter, Effie, curtsying as her aunt Alice Gray plays the piano. It is a good example of Millais adding new energy to the genre of child portraits and child genre scenes that had been popularized by Reynolds in the preceding century, the Rococo tapestry behind further enhances this link, as does the blue and white china tea set seen on the George III chair. The red of the child's dress and the front-on pose also recalls the Spanish Infantas in Velasquez's royal commissions. This admiration for Velasquez and Reynolds is evident in Millais's work from his early career onwards with his RA diploma picture entitled *A Souvenir of Velasquez*. The debt to the 18th and 17th centuries is clear but the daring cropping of the left hand figure, chair and candelabra also show how Millais was also in touch with more recent developments in Paris and London.





47

47

GEORGE BERNARD O'NEILL (BRITISH, 1828-1917)

Piggy-back

signed 'G.B.O'Neill' (lower right)

oil on panel

35 x 45.5cm (13 3/4 x 17 15/16in).

£5,000 - 7,000

US\$6,200 - 8,700

€5,800 - 8,100

48 †

AUGUSTUS EDWIN MULREADY (BRITISH, 1844-1905)

An old soldier's story

signed and dated 'A.E.Mulready./1887.' (lower left)

oil on canvas

76 x 61cm (29 15/16 x 24in).

£7,000 - 10,000

US\$8,700 - 12,000

€8,100 - 12,000

Provenance

with Henry Whitley, Scarborough

Sale, Christie's London, 12 July 1968, lot 73

Sale, Sotheby's Chester, 9 July 1987, lot 3232

Property of an important Public Limited Company



48



49

49

MARY HAYLLAR (BRITISH, ACTIVE 1880-1885)

Breakfast

signed and dated 'Mary Hayllar 1880' (lower right)

oil on board

19 x 24cm (7 1/2 x 9 7/16in).

£4,000 - 6,000

US\$5,000 - 7,500

€4,600 - 7,000

Provenance

Private collection, UK



50

50 *

FREDERICK SMITH (BRITISH, ACTIVE 1873-1876)

A wet night in the streets
inscribed with title and artist's name and address on a label attached
to the reverse
mixed media on paper
30.5 x 48cm (12 x 18 7/8in).

£2,000 - 3,000

US\$2,500 - 3,700

€2,300 - 3,500

Provenance

Private collection, South Africa

Exhibited

London, Royal Academy, 1873, no. 727

51

SARAH PAXTON BALL DODSON (AMERICAN, 1847-1906)

Butterflies

signed and dated 'Sarah Ball Dodson/1891' (lower left)

oil on canvas

57 x 42.5cm (22 7/16 x 16 3/4in).

£7,000 - 10,000

US\$8,700 - 12,000

€8,100 - 12,000

Provenance

Sale, Sotheby's London, 5 November 1974, lot 12

Private collection, UK

Sarah Paxton Ball Dodson was one of the most technically accomplished artists of her generation. Her mastery of draughtsmanship and oil technique, combined with her ambitious sense of composition and eye for detail led to an impressive career that was tragically cut short and was much overlooked for much of the 20th century.

She was born and raised in Philadelphia. Her father was an engraver, so her artistic grounding began from early childhood. Her formal training however did not commence until after the death of her father in 1872 when she enrolled as a private pupil of Christian Schussele at *Pennsylvania Academy of the Fine Arts*. She was one of many American women who then went on to Paris to study, joining the atelier of Évariste Vital Luminais for three years from 1873.

In 1885 she returned to the United States and widened her repertoire to include plein-air landscapes before returning to France. She adopted a poetic style that reflected many influences: the Pre-Raphaelites, especially in her choice of overtly religious subject matter, French Symbolism and also fairy painting which was at its height in Britain in this period. The influence of symbolism and her love of iconography is evident in the present lot painted in 1891, the year she moved to Brighton, England. Its Art Nouveau details and choice of butterfly motif make it the perfect evocation of the age.







Joseph Parkin Mayall, photographure, Sir Lawrence Alma-Tadema, circa 1883
© National Portrait Gallery, London

SIR LAWRENCE ALMA-TADEMA, OM, RA (BRITISH, 1836-1912)

A Solicitation

signed and dated 'L.AlmaTadema op CLXXXIX-' (lower centre)
 watercolour on paper mounted on board
 23 x 45cm (9 1/16 x 17 11/16in).

£30,000 - 50,000

US\$37,000 - 62,000

€35,000 - 58,000

LiteratureRudolf Dircks, *Sir L. Alma-Tadema, O.M., R.A.*, 1910, p.30Constant Cuyper, *The Question by Lourens Alma-Tadema*,

Nederlands Kunsthistorisch Jaarboek 27, 1976, pp.73–90

Vern Swanson, *The Biography and Catalogue Raisonné of the Paintings of Sir Lawrence Alma-Tadema*, 1990, p.191 (entry for Pleading), p.199 (entry for Roman Gardens)

This newly discovered watercolour makes an important addition to the sequence of works by Lawrence Alma-Tadema that celebrate romantic love and courtship in the ancient world. It deploys a composition which was a particular favourite with the artist himself, his closest friends, and his wider public audiences: a young woman sits upright on a marble bench, listening to the entreaties of a young man who reclines beside her. The man places himself in an attitude of submission, gazing upwards at the woman. At the same time his pose, firmly ensconced on the bench with his feet crossed, suggests a certain determination: we sense that he will not give up his entreaty until the woman succumbs.

The artist's friends and patrons found this composition so irresistibly romantic that Tadema devised multiple versions of it. The present work, which dates from 1878, is the first of three known examples in watercolour: the others date from 1883, Op. CCLVIII (British Museum, London) and Op. CCLIX (Walters Art Museum, Baltimore; see below). Each time he painted the composition, Tadema retained the crucial relationship between the two principal figures—importunate male and meditative female—but he varied the details to make each one an independent work. In this case the variations are skilfully judged to make the most of the watercolour medium.

The format is wider in relation to its height than any of the other versions, which gives the sense of a panoramic view over the marble parapet of the bench. Washes of watercolour indicate the blue waters of an expansive sea radiant in sunshine, and Tadema also exploits the delicacy of the medium to suggest the hills of the farther coastline with greater definition than in the other versions. A bravura touch, highly characteristic of the artist, is the depiction of minuscule sailboats on the water behind the figures. One of the tiny boats is piquantly perched just above the male figure's head—an amusing detail, but the juxtaposition also dramatizes the vast space implied by the picture's perspective, calling attention to the distance between the large-scale foreground figures and the sunlit background.

By the date of this watercolour, Tadema was famous above all for his painting of white marble: 'Marbellous!' quipped Punch in response to the marble setting of *Sappho and Alcaeus* of 1881, (Walters Art Museum, Baltimore). In this example, the brightest and blondest of the courtship pictures, Tadema uses the transparency of watercolour to suggest the colour of sun-drenched marble with the subtlety of light effects. Reflected sunlight just catches the chin and profile of the man, emphasizing the piquancy of his upturned glance, while the sun catches the ripples of the woman's golden-red hair. The sunlight also illuminates the top of her right arm, to call attention to the expertness of its foreshortening, but this is not just a painter's *tour de force*: the way the girl extends her arm behind her own back, so the hand just touches the marble parapet as if to steady herself as she thinks, succinctly conveys her irresolution.

Alma-Tadema was as meticulous in his business affairs as he was in his painting, and he kept track of his works (also guarding against forgeries) by assigning a unique *opus* number to each; the Latin word *opus* perhaps derives from musical composition but also suits Tadema's ancient settings, and he gave each *opus* a Roman numeral, in this case CLXXXIX. This, then, is the 189th work he made—or at least the 189th one he considered good enough to assign an *opus* number; all of his mature oil paintings have one, but Tadema only gave *opus* numbers to watercolours when he thought them particularly important or successful. That allows the work to be dated quite precisely to the early months of 1878, the time when Tadema and his closest friends were especially interested in the courtship composition.



Pleading, 1876 (oil on canvas), Alma-Tadema, Lawrence (1836-1912)
 © Guildhall Art Gallery, City of London / Bridgeman Images



PLEADING
SIR L. ALMA-TADEMA, R.S.A.

The composition first appeared in an oil painting of 1876 entitled *Pleading*¹ (Guildhall Art Gallery, London); that title remained strongly associated with the composition and was later added to the frame of the current work, whose original title was given in Tadema's work list as *A Solicitation*. The composition was an immediate success with the writers as well as the painters of Tadema's circle, who had a keen interest in debates of the period about whether the ancient Greeks and Romans had possessed a concept of romantic love. Against the arguments of some classical scholars, that romantic love was a modern invention, the distinguished German Egyptologist Georg Ebers maintained that romance was a universal human emotion, and dramatized this opinion in a sequence of historical novels. He was immediately inspired by the *Pleading* composition, which he saw in a version exhibited at Munich in 1879 (Colección Pérez Simón, Mexico City), to write a novella that narrated the love story of the two figures under the title *Eine Frage* (1880, soon translated into English as *A Question*). Subsequently Tadema borrowed the names of Ebers's fictional characters, Xanthe and Phaon, to make another watercolour version (the Walters version referenced above). Thus the two friends, Ebers and Tadema, influenced one another in turn.

Meanwhile, a longstanding friend of the artist, the Dutch author Carel Vosmaer, published *The Amazon* (1880, English translation 1884), a *roman-à-clef* whose hero was modelled on Tadema himself, with a love story that culminated in the Borghese Gardens in Rome, where the novel's fictional characters adopt the poses of the courtship composition. For his cousin, the Hague School artist Hendrik Willem Mesdag, Tadema painted a panel showing the courting figures on a bench in the background of a scene set in the Borghese Gardens (Mesdag Collection, The Hague). Yet another version borrows its title from a phrase that plays a key role in Vosmaer's novel, *Amo Te, Ama Me* ('I love you; love me'); this painting, which dates from 1881, is now in the Fries Museum, Leeuwarden.

The composition was also reproduced by Tadema's favourite printmaker, Leopold Lowenstam, who is shown at work on an etching of it in the portrait recently rediscovered on *Antiques Roadshow* (and featured on their Christmas special programme broadcast on 28 December 2016). A version with different details appears on the easel in a photograph of Tadema in his studio published in 1884 for a series on *Artists at Home* (see illustration); its inclusion in this context (intended for wide publicity) again indicates how popular the composition had become.

Whether or not it was made to replace a previous oil, the present watercolour is at the centre not merely of a compelling sequence of paintings by Lawrence Alma-Tadema, but also of a wider network of works, including novels and stories by his friends, which collectively explored the importance of romantic love to human experience across the ages, from antiquity to modernity. This rediscovered work is therefore of some importance to the study of Tadema's life and career, as well as a superb example of his skill as a painter in watercolour.

This work has been requested for the major retrospective exhibition of Alma-Tadema's work, *Lawrence Alma-Tadema: At Home in Antiquity*, at Leighton House Museum, London, 7 July – 29 October 2017.

¹ For further reading on *Pleading* and other compositions, see: Edwin Becker et al., *Sir Lawrence Alma-Tadema (1896–97)*, pp.199–200 (entry on *Pleading*), pp.204–5 (on *Roman Gardens*), pp.224 (on *A Declaration*) (all by Elizabeth Prettejohn) Elizabeth Prettejohn, 'Seeing and Making Art in Rome: Carel Vosmaer's *The Amazon*', in Timothy Saunders et al. (eds), *Romans and Romantics*, 2012, pp.285–303 Elizabeth Prettejohn and Peter Trippi, *Lawrence Alma-Tadema: At Home in Antiquity*, 2016, pp.66–8

We are grateful to Peter Trippi and Prof. Liz Prettejohn for their assistance in cataloguing this lot.



Sir Lawrence Alma-Tadema, *Amo te, ama me*, 1881, sold for £90,000 in these rooms, 17 November 2004



53 *

HENRY NELSON O'NEIL, ARA (BRITISH, 1817-1880)

Esther

And glittering in royal robes...she took two maids with her; and upon one of them she leaned

(Esther 15 v.5-6)

signed and dated 'H. O'Neil 1850' (lower left), extensively inscribed on an old label attached to the reverse

oil on canvas

103.5 x 76.5cm (40 3/4 x 30 1/8in).

£15,000 - 25,000

US\$19,000 - 31,000

€17,000 - 29,000

Provenance

Sale, Sotheby's, Belgravia, 29 June 1976, lot 68 as *Esther's Emotions*
Private collection, USA

Exhibited

London, Royal Academy, 1850, no.1255



**PROPERTY OF ST MICHAEL AND ALL
ANGELS CHURCH, WATFORD, BEING SOLD
BY THE PCC UNDER FACULTY FROM THE
DIOCESE OF ST ALBANS**

54

GEORGE HENRY GRENVILLE MANTON (BRITISH, 1855-1932)

Love Divine

signed and dated 'GRENVILLE MANTON/1910' (lower right), also
signed and inscribed on labels on the reverse

oil on canvas

177 x 82cm (69 11/16 x 32 5/16in).

£8,000 - 12,000

US\$10,000 - 15,000

€9,300 - 14,000

Exhibited

London, Royal Academy, 1910, no.326

George Henry Grenville Manton was born and lived in Hertfordshire. He specialised in portraits but also painted genre subjects with Pre-Raphaelitesque subjects such as *Isabella and the Pot of Basil* (Wycombe Museum). He also painted large scale religious subjects such as *In the year of our Lord* (Usher Gallery) and the present lot.

The imagery of the young Christ in a crucifix position echoes Holman Hunt's *Shadow of Death* (Manchester Art Gallery) painted more than a generation earlier. The depiction of the lilies, roses, laurel tree and doves shows a love of symbolism. If the subject and iconography are Pre-Raphaelite in their inspiration the composition and style are much more of its time, with large planes of colour and a simple yet powerful composition.



OTHER PROPERTIES

55

SIR JAMES JEBUSA SHANNON, RA, RBA, RHA (BRITISH, 1862-1923)

Portrait of Mrs Senior (née Hammersley) (1864-1943)

signed and dated 'J.J.SHANNON/18 99' (lower left)

oil on canvas

117 x 98cm (46 1/16 x 38 9/16in).

£12,000 - 18,000

US\$15,000 - 22,000

€14,000 - 21,000

Provenance

Private collection, UK

Exhibited

London, The New Gallery, *Summer Exhibition*, 1899, no.170, entitled *Mrs Senior*

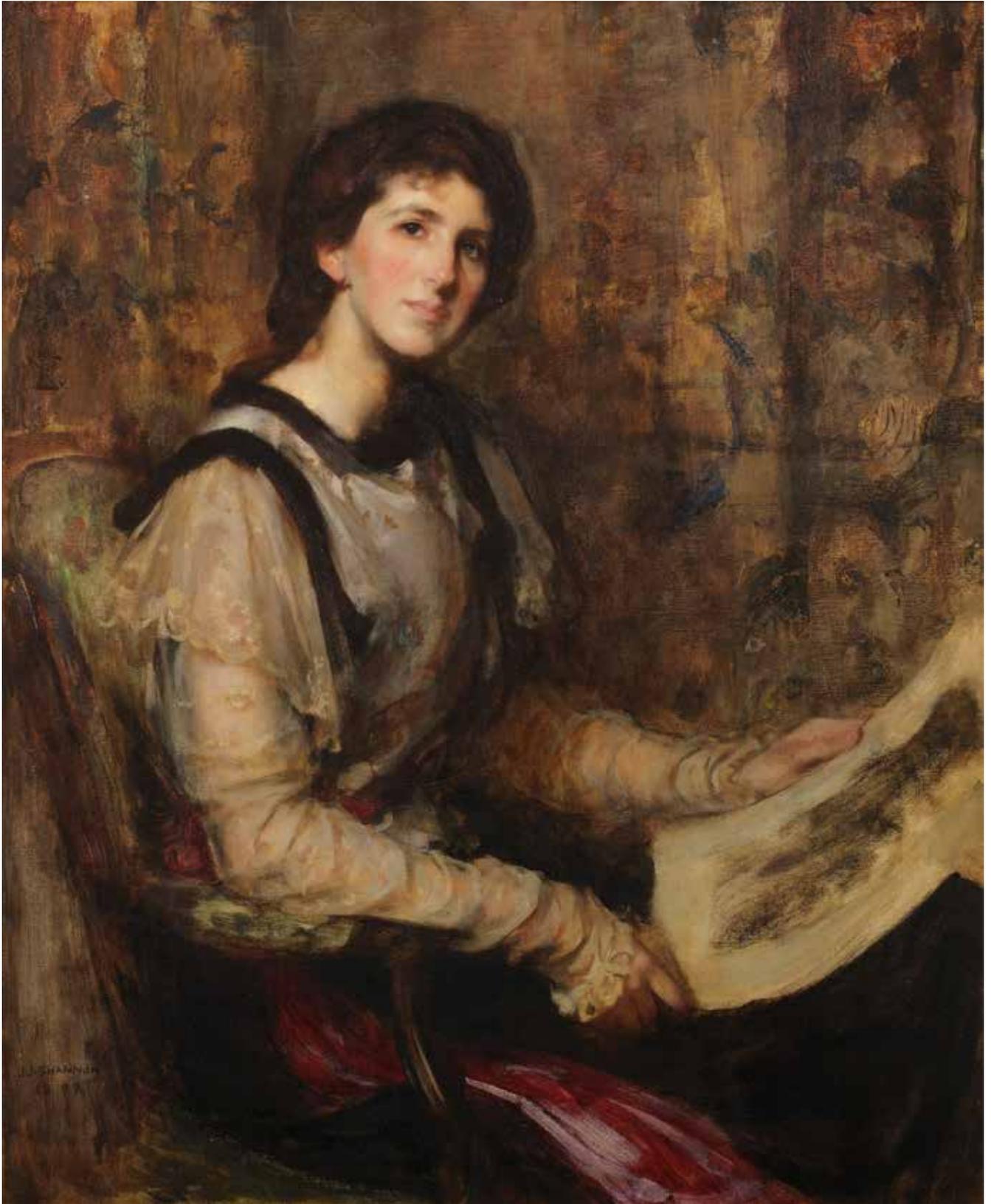
Mabel Barbara Hammersley (1864-1943) was one of nine children by Hugh Hammersley (1819-1882) and Dulcibella Eden (d.1903). The family lived in a large house in Kingston-upon-Thames, Surrey. In 1887, she married barrister Walter Nassau Senior (1850-1933), with whom she had one son, Oliver Nassau Senior (1901-1992). They moved from their London home in Cheyne Walk, Chelsea, settling in Eastbourne from 1912.

The present lot was one of three female portraits by Shannon exhibited at The New Gallery's *Summer Exhibition* in 1899, and was well-received by critics.

The Morning Post wrote, "the executive dexterity of Mr. J. J. Shannon imparts distinction to his picture of 'Mrs. Senior'. With marked skill has he indicated the unaffected grace of the lady's pose as she sits glancing outward, her gaze momentarily diverted from examination of the print which she holds in hand."¹

We are grateful to Barbara Dayer Gallati for her assistance in cataloguing this lot.

¹*The Morning Post*, 'The New Gallery', London, 25 April 1899, p.5



56

THE HON JOHN COLLIER, OBE, ROI (BRITISH, 1850-1934)

Mrs Dalahaye

signed 'John Collier' (lower left)

oil on canvas

131 x 84cm (51 9/16 x 33 1/16in).

To be sold with a group of seven photographs of the sitter, including four by Madame Yevonde, and various other documents.

£15,000 - 20,000

US\$19,000 - 25,000

€17,000 - 23,000

Provenance

By direct descent from the sitter to Katharina Wolpe, whose father, the composer Stefan Wolpe

(1902-1972) was the cousin of the sitter

Gifted to the present owner, in 2013

Private collection, UK

Exhibited

London, Royal Academy, 1926, no.525

Literature

Royal Academy Illustrated, 1926, p.101, illustrated in black and white





Ina De La Haye, neé Fedosia Merkel, was a Russian born actress and singer. Born in St. Petersburg in 1906, Fedosia and her younger brother Ilya fled Russia following the Revolution. By 1921 she was working as a correspondent for a journal in Riga, and by 1924 she had entered London society. The famous society photographer Madame Yevonde captured her likeness that same year.

Fedosia married Colonel J. V. De La Haye and, under the name of Ina De La Haye worked as an actress, appearing on the stage and in numerous films and television roles from the late 1940s until the early 1970s. She died in 1972 in Ticehurst, England.

The present lot is a striking contrast to many of John Collier's more sombre society portraits. Collier was a prolific exhibitor at the Royal Academy, showing 85 works between 1874 and his death in 1934. Collier's portraits of women are among his most appealing works, seeming to free the artist from the formality of the portrait genre. In *Mrs Osborne* (Plymouth City Council: Museum and Art Gallery) for example, the sitter has her back to the viewer, her head turned in side profile; here, the artist positions the sitter face on to the viewer, her elegant robe contrasting with the striking green background.





James E. Purdy, photograph of *John Singer Sargent*, 1903
© National Portrait Gallery, London



"BENCH AND BAR" Supplement to Vanity Fair Dec. 5 1891.

PROPERTY OF SIR CHARLES AND LADY RUSSELL

57

JOHN SINGER SARGENT, RA (AMERICAN, 1856-1925)

Charles Russell, Baron Russell of Killowen signed 'John S Sargent' (upper left)
oil on canvas

87.5 x 72cm (34 7/16 x 28 3/8in).

painted in 1899

to be sold with Sargent's written correspondence with the sitter

£60,000 - 80,000

US\$75,000 - 100,000

€70,000 - 93,000

Exhibited

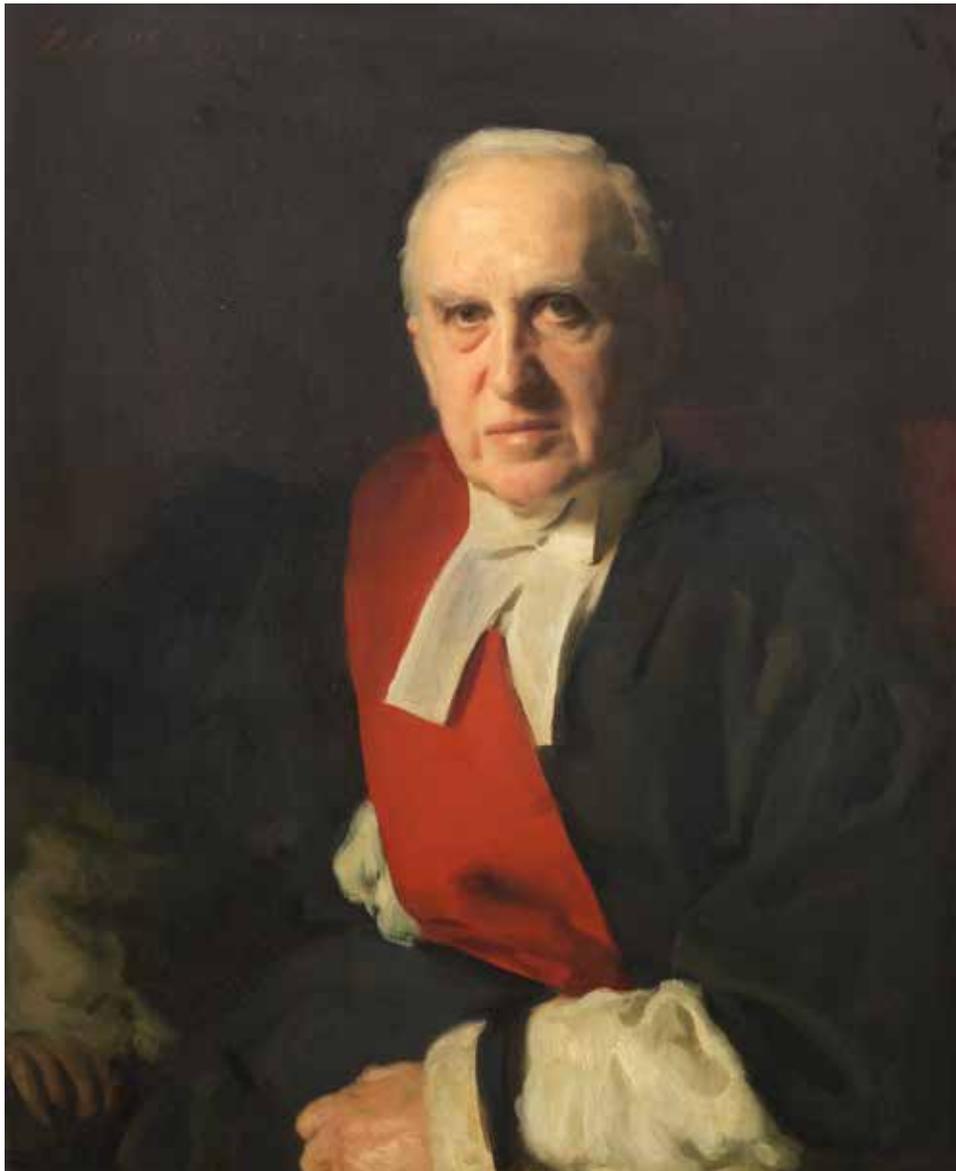
Manchester, 1900

London, Royal Academy, *Winter Exhibition of the works of the late John S. Sargent RA*, 1926

Sir Charles Russell was a key figure in British legal, political and diplomatic history in the last quarter of the 19th century. As a Catholic Ulsterman he sat in Parliament in the key years of debate over Home Rule. As a Liberal he rose to influence when the Liberal Party reached the high point of its power and popularity under Gladstone, before it was torn apart by the Irish question. As a lawyer and arbitrator serving as QC, Attorney General and Lord Chief Justice he rose to the very top of his profession and was held in higher regard in these posts than any other holder of such distinguished positions in the period.

As a man he was devoted to his family and faith, and managed to attain that rarest of things for an establishment figure - widespread popularity and admiration.

Charles Arthur Russell was born in Newry, County Down on 10 November 1832 to a Catholic family of moderate means. His siblings were destined for the Church but he received a more rounded education, after which he entered law offices in Newry and then Belfast. He qualified as a solicitor in 1854 practicing in Counties Down and Antrim, typically acting as the defence for the Catholic minority. His talents were noticed and in 1856 he moved to Liverpool and enjoyed great success on the northern circuit. In 1859 he moved to London and entered Lincoln's Inn. He was called to the Bar in the same year and after some notable cases became a QC in 1872. He is best known for famous cases such as *Saurin v. Starr*. He came to be known as the foremost Barrister of his age with an ability to arrive at the truth through meticulous and eloquent cross-examination. His rise to the top of the legal profession is only made the more impressive by the fact that in the same period he was the weekly correspondent for *The Nation*, the nationalist Irish newspaper and also ran for parliament twice, eventually being elected Liberal MP for Dundalk at the third attempt in 1880.



The careers of Gladstone and Russell are intertwined, and it was the 'Grand Old Man' who raised him to the peerage in 1886, also making him Attorney-General. The issue that bound them together was Home Rule. As an eventual supporter of Irish independence, Russell was a key ally for Gladstone and his belief in the cause was matched by his even temperament and ability to calmly argue the facts. In the charged atmosphere of the 1880s these would have been vital qualities in parliament and also in his chambers when he defended Charles Stewart Parnell. He was central in exposing the forgers who had claimed in *The Times* that Parnell had supported the Phoenix Park murders of the Chief Secretary and Under Secretary for Ireland. Russell's eight day cross-examination to reveal Richard Pigott as one of the forgers secured Parnell's eventual innocent verdict. As a Catholic lawyer from Ulster defending a Protestant Irish nationalist politician from Wicklow, Russell's defence of Parnell can be seen as a symbol of the lost opportunity to move towards a united independent Ireland achieved without bloodshed. It was to Russell's regret that unlike Parnell he lived to see the creation of the Irish Free State excluding the six counties comprising Northern Ireland.

The other major strand of Russell's career was in international arbitration. He represented Britain at the Bering Sea Arbitration in 1893. His marathon eleven day speech resulted in the decision on all points being awarded to Britain against the USA. He was made GCMG after this event and would go on to represent his country in further disputes when Britain was at the height of her global diplomatic standing.

Russell remained devoted to his wife Ellen whom he married in 1858, they had nine children. Correspondence from Russell and his children still survive and reveal a kind and devoted father, although there are also stories of a sharp tongue if it was called for. He died quite suddenly in 1900 after contracting an illness whilst working as a QC in Wales.

Sargent conveys a rather stern but capable man, using strong *tenebroso* lighting. His barrister's bands and bold red sash are a visual recognition of his impressive career as the foremost Advocate of his generation. Due to the success of the portrait Sargent painted another two versions, one of which is in the National Portrait Gallery. The present lot is the prime version.

OTHER PROPERTIES

58

FRANZ RICHARD UNTERBERGER (AUSTRIAN, 1838-1902)

Canale San Barnaba, Venice

signed 'F R Unterberger' (lower right)

oil on canvas

92 x 71cm (36 1/4 x 27 15/16in).

£30,000 - 50,000

US\$37,000 - 62,000

€35,000 - 58,000

Provenance

Private collection, UK



59 *

ISAAC ISRAELS (DUTCH, 1865-1934)

Young boy on a beach

oil on canvas

49.5 x 30cm (19 1/2 x 11 13/16in).

£20,000 - 30,000

US\$25,000 - 37,000

€23,000 - 35,000

Provenance

B.J. Ouëndag; thence by direct descent

A.J.G. Strengholt collection; thence by direct descent

Private collection, Canada

Israels' beach scenes conjure the nostalgia of childhood summer holidays and familiar seaside views. His father, Jozef Israëls (1824-1911), often took him to the beach at Scheveningen during the summer months of his youth, where they would paint together with Max Liebermann (1847-1935), and it was here that Israels first became captivated by the play of light on the sea and the changing colours. He travelled widely during his lifetime, and painted many seaside compositions in The Netherlands, Italy and the French Riviera, sometimes painting from a distance and other times asking members of the public to pose for him.

Dressed in summery pastel colours, the young boy in the present looks faces directly out to the viewer, slightly squinting in the sunlight as he stands at the water's edge. The simple composition and candid pose of the boy reflects the uncomplicated innocence of childhood. Israels' cropped composition gives a strong sense of immediacy, a spontaneously captured moment in time on a busy beach.



60 *

WILLIAM DEGOUVE DE NUNCQUES (BELGIAN, 1867-1935)

The greenhouse

signed and dated 'W D/de/N 08' (lower left)

oil on board

56 x 72.5cm (22 1/16 x 28 9/16in).

£7,000 - 10,000

US\$8,700 - 12,000

€8,100 - 12,000

Provenance

Ex collection Helena Anna Baroness Van Heerdt, The Netherlands

Thence by descent to the present owner

Private collection, South Africa

We are grateful to Ronald Feltkamp for confirming the attribution to William Degouve de Nuncques on the basis of photographs. The work will be included in the online catalogue raisonné, no.4.1908.018.

William Degouve de Nuncques was a self-taught artist. Born in the Ardennes, he was one of the first generation of Belgian Symbolists, exhibiting with *La Libre Esthétique* (The Free Aesthetics) society in Brussels in the late 19th century. Among his early works, *La maison aveugle* (1892, Kröller-Müller Museum, Otterlo) was considered a major influence on the Surrealists, especially René Magritte (Belgian 1898-1967).

Nuncques travelled extensively and produced a wide and varied body of work, from atmospheric nocturnes, to snow-covered forests and Gothic landscapes. His work is represented in public collections in Brussels, Antwerp and Otterlo.



61 * AR

FERNAND TOUSSAINT (BELGIAN, 1873-1955)

Femme lisant

signed 'Fernand/Toussaint' (lower left)

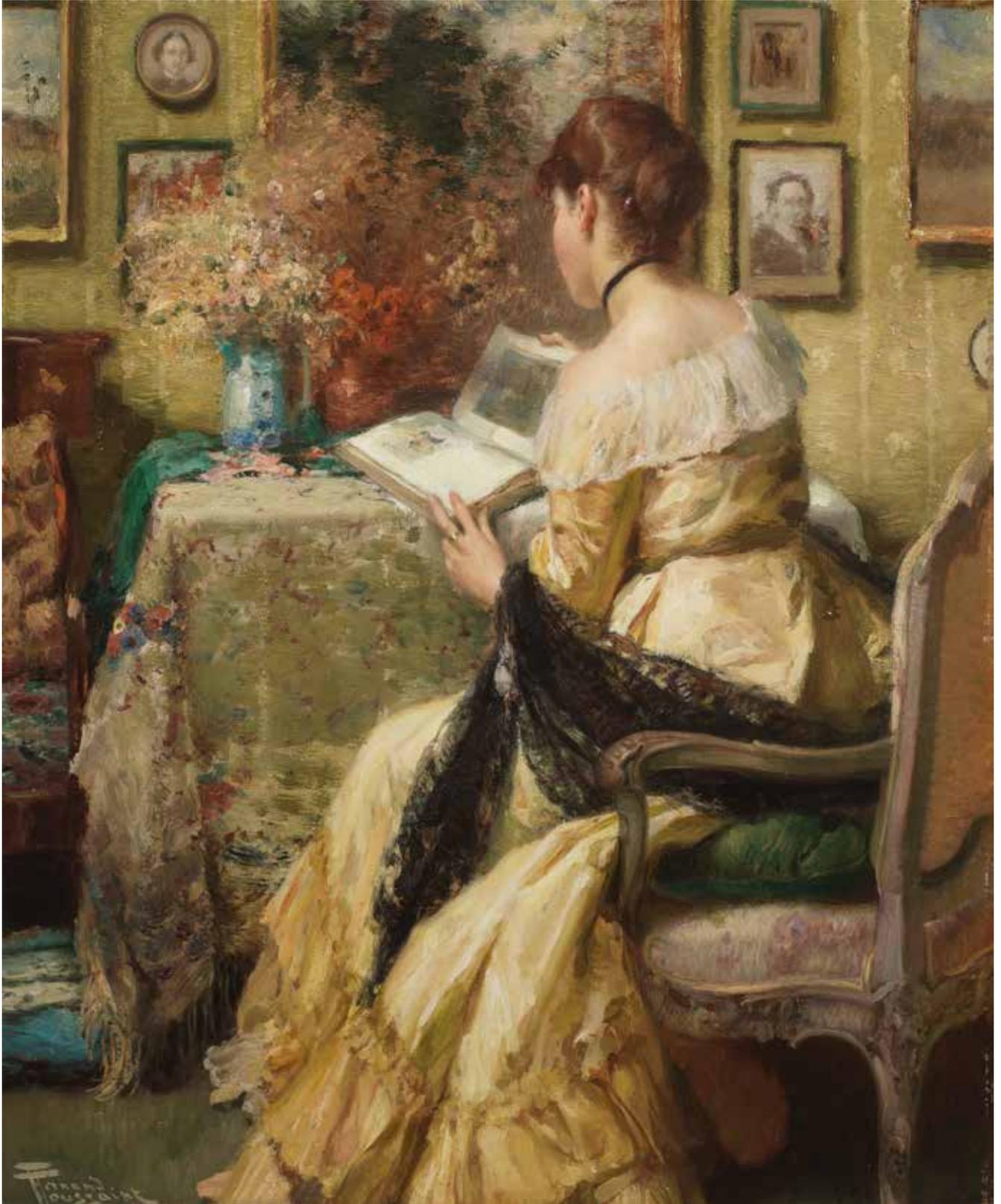
oil on panel

60 x 49.5cm (23 5/8 x 19 1/2in).

£40,000 - 60,000

US\$50,000 - 75,000

€46,000 - 70,000



62 *

WALTER FREDERICK OSBORNE, RHA, ROI (IRISH, 1859-1903)

When the boats come in
signed 'Walter Osborne.' (lower left)

oil on canvas

71 x 102cm (27 15/16 x 40 3/16in).

£100,000 - 150,000

US\$120,000 - 190,000

€120,000 - 170,000

Provenance

Private collection, South Africa

Thence by descent

Exhibited

London, Royal Academy, 1892, no.318, illustrated in catalogue

Liverpool, Autumn Exhibition, 1892, no.295, illustrated in catalogue

Dublin, Royal Hibernian Academy, 1894, no.22

Literature

Jeanne Sheehy, *Walter Osborne*, Ballycotton, Co. Cork, 1974, Cat no.
342, p. 133





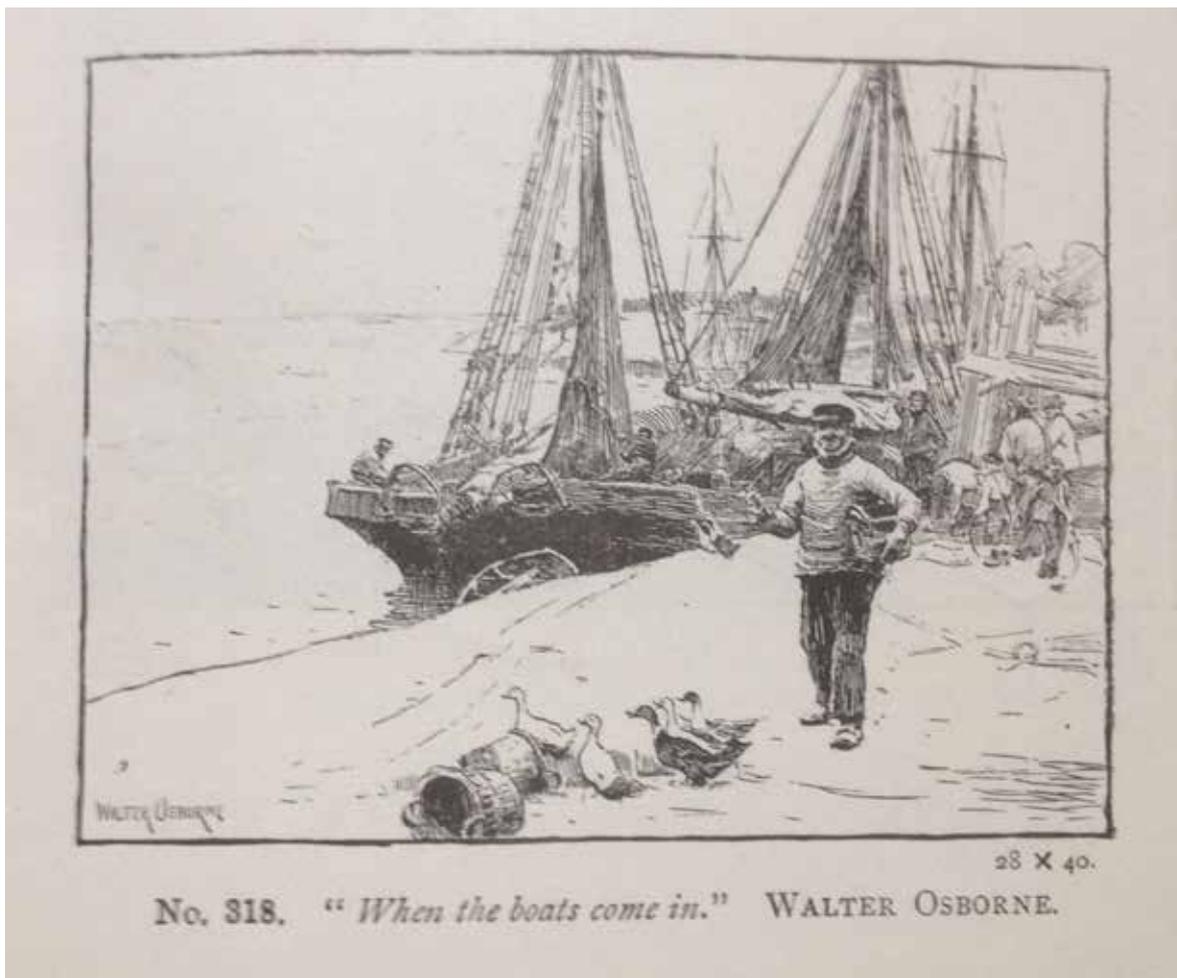
Walter Osborne seated in his studio, Photo © National Gallery of Ireland

Perhaps best-known for his street and market scenes in Dublin, his paintings of families in parks, or of children in gardens and interiors, and some of his portraits, much of Walter Osborne's finest work was also painted in England. Having undertaken his studies in Dublin and in Antwerp, and painted in the open air in Brittany, the artist spent much of the period, 1884-1891, in England, basing himself in a number of small towns and villages, with pets, bustling streets, quiet village or harbour scenes, agricultural subjects of people at work in the fields, and landscapes. These comprise a substantial body of work in the middle of Osborne's career, and include some of his finest paintings.

He worked in a number of coastal towns and villages, including Southwold and Walberswick in Suffolk, Lincoln, Wells-near-the-Sea, and at Hastings and Rye in Sussex. The present painting *When the boats come in* is a companion picture to Osborne's canvas *The Ferry*, 1890, which was painted at Rye, and which was described by Thomas Bodkin as 'the most important large landscape of Osborne's earlier works'¹, which was sold at an auction in Dublin in 2013². While walking in the Sussex countryside in the 1870s English reformer Richard Heath encountered considerable poverty³. However, coastal towns and fishing ports were more prosperous and provided many with a living. Osborne was based at Rye in Sussex in c.1889-91, and found it a most congenial and inspiring place to work. He was attracted to both the town and the harbour, and executed some of his most important English works here, including *Cherry Ripe* c.1889 (Ulster Museum, Belfast); *Boats in Rye Harbour* (National Gallery of Ireland), a wash painting; *The Ferry*; *When the boats come in*; and possibly *The Boat Builders*, and he also took photographs.

Rye had been an ancient fortified town on the Sussex coast, and became one of the Cinque (five) ports⁴, but in the Middle Ages it was hit by a number of misfortunes; in 1287 a massive storm diverted the river Rother, and in 1377 the town was attacked and burned by the French. It was rebuilt, but in the 16th century the harbour began to silt up, and the town became situated two miles inland. In Osborne's day the town had a pretty, bustling main street of red brick and timber houses, as can be in his *Cherry Ripe*. He was also fascinated by the harbour of Rye, with its fishing community, fleet of boats, red-roofed village nestling among the trees, mud banks, and the winding, serpentine river flowing towards the sea. This river estuary is an important feature in *The Ferry* and *When the boats come in*, however Osborne takes a different viewpoint in each picture. *The Ferry* features a family group on the riverbank in the foreground, with the fishing fleet in the middle distance, whereas the present picture takes a different viewpoint further along the bank, but looking back, with a large boat in the foreground, figures at work, and red rooftops visible behind. From foreground to background in *When the boats come in* Osborne presents a host of different characters and bustling activity.

The stocky, bearded fisherman with white jersey, sailor's cap and pipe, is a good character study. There is another figure in similar attire in the prow of the fishing boat, and indeed a similar figure in the rowing boat in *The Ferry*⁵. In the foreground are some baskets and a flock of geese. Behind, to the right, are groups of fishermen, villagers and boys at work on the quayside. The small boy on the right carries a fish, while a man leans over a basket of fish, and there appear to be plaice on the ground. These activities, along with the grazing geese, are just the kind of genre details that Osborne loved to depict in his rural pictures.



Royal Academy Notes, 1892

In *The Ferry* various kinds of vessels, including a cutter, schooner and fishing boat, are visible⁶. Likewise, in *When the boats come in* Osborne shows a heavy, broad-beamed wooden vessel, with rigging visible and sails lowered, and a rowing boat half-hidden by the riverbank. Behind, red houses and trees can be seen, while the winding river entices our eyes towards the flat landscape, with low hills in the distance, and a grey, cloudy sky. Osborne was masterly in painting the placid waters of the estuary, with ripples reflecting tones of pale ultramarine, silver and pale pink. In both *When the boats come in* and *The Ferry* the sky is overcast, the light sombre, providing a subdued, but rich, tonality: grey-green, umber and brown in the present picture, and more pinkish in *The Ferry*.

Osborne painted his landscapes and small studies directly from Nature, but there is evidence that he employed preliminary drawings and photographs in the construction of his larger compositions, which he prepared for exhibition. Although ostensibly Naturalistic, *When the boats come in* is composed very carefully. The artist often placed figures in the foreground of his compositions, and here the fisherman may have been added as a point of focus and interest, almost as if he is pausing for a photograph, in front of the general group of figures. There are suggestions of changes of brushwork and *pentimento* around him, and the edge of the fishing boat and the rigging, providing interesting information on slight changes of composition, and processes of thought, made by the artist while he was composing the picture.

When the boats come in may have been painted around 1890-91 and (in contrast to *The Ferry* which has a signature with squared capitals), bears a more cursive signature. It was exhibited at several important venues: at the Royal Academy, London and Autumn Exhibition, Liverpool, in 1892, and at the Royal Hibernian Academy, Dublin in 1894, and it was illustrated in several exhibition catalogues.

We are grateful to Julian Campbell for his assistance in cataloguing this lot.

¹ Thomas Bodkin *Four Irish Landscape Painters*, Dublin and London, 1920, facing plate XI.

² 'Walter Frederick Osborne, *The Ferry*', *Important Irish Art Auction*, de Vere's, Dublin, 27 November 2013, Lot 39, p. 46-50.

³ Richard Heath, essays on Sussex, in *Golden Hours, 1871 and 1874*, collected in *The English Peasant*, London, 1893, republished Wakefield, 1978, p. 168 & p. 193

⁴ Rye and Winchelsea joined the original Cinque ports later, bringing the number to seven.

⁵ A similar bearded man in a smock also appears in *Cherry Ripe*.

⁶ M. François Puget, Pont Aven, kindly identified the boats in *The Ferry*, and noted the letters 'RX' as denoting the town of Rye. These letters do not seem to be visible in *When the boats come in*.

63

HENRY SCOTT TUKE, RA, RWS (BRITISH, 1858-1929)

Sea-pinks

signed 'H.S TUKE' (lower left)

oil on canvasboard

14.5 x 24cm (5 11/16 x 9 7/16in).

£7,000 - 10,000

US\$8,700 - 12,000

€8,100 - 12,000

Provenance

Private collection, UK

Exhibited

Falmouth, Falmouth Art Gallery

This exquisitely subtle, softly focused painting of a boy posing by the sea in Falmouth shows the genius of Henry Scott Tuke's ability to capture sunlight on skin. The model is George Fouracre (1883-1947), known as Georgy, the eldest of two sons to Tuke's housekeeper at Pennance Cottage, Elizabeth Fouracre (1857 - 1916). Tuke lived at Pennance from 1885 until 1929. He witnessed Georgy growing up and Tuke employed him, his brother and mother as models in his Royal Academy picture of 1890 *The Message* (Falmouth Art gallery). By 1897, when this work was painted, Georgy would have been 14 years old. This painting is described in Tuke's Register of paintings as "Sea-Pinks, *Georgy Fouracre stripped among sea pinks and grey stones.*"

The support is a very textured board which Tuke described it as 'sketchboard' which was an early form of canvas covered board. Georgy Fouracre went on to appear in many other paintings by Tuke over a fourteen year period, notably *Mid-day Rest* (1897), *Summer Evening* (1901), *Ruby, Gold and Malachite* (1901, Guildhall Art Gallery, London), *Noonday Heat* (1902-3, RCPS Tuke Collection, Falmouth), and *To the Morning Sun* (1904, Hugh Lane Art Gallery, Dublin).

Tuke returned to the subject of young men posing nude amongst the rocks and flora by the sea many times, such as in his painting *Rustic Hermes* (1908).

We are grateful to Catherine Wallace for her assistance in cataloguing this lot.



Photograph of George Fouracre lying on a rug posed for the figure in Tuke's *The Coming of the Day* (1901)
© Tate, London 2015



64 †

SIR ARTHUR ERNEST STREETON (AUSTRALIAN, 1867-1943)

South Kensington Museum under construction

signed 'A Streeton.' (lower left)

oil on canvas

51 x 61.5cm (20 1/16 x 24 3/16in).

£15,000 - 20,000

US\$19,000 - 25,000

€17,000 - 23,000

Provenance

Sir W. Baldwin Spencer

Sale, Sotheby's Melbourne, 6 April 1987, lot 117

Property of an important Public Limited Company

Exhibited

Sydney, National Art Gallery of New South Wales, *Loan Exhibition of Australian Art*, 1917 (lent by Sir W. Baldwin Spencer)

Sir Arthur Ernest Streeton was a member of the Heidelberg School, later known as Australian Impressionism. Influenced strongly by French *en plein air* painters such as Millet and Corot, as well as the French Impressionists, Streeton's works demonstrate his preoccupation with light, colour and momentary atmospheric effects. Together with Charles Conder (1868-1909) and Tom Roberts (1856-1931), Streeton explored the surrounding countryside of Melbourne, with the group establishing an artist's camp overlooking the Yarra Valley, near Heidelberg.

Streeton found great success in Australia after the Heidelberg School's 1889 exhibition in Melbourne, followed by his first one-man show in December 1896. In 1897, he set sail for England, where his work was almost unknown. Homesick and with few friends, Streeton's first years in England were challenging, but soon his work began to gain recognition, exhibiting at The Royal Academy and the New English Art Club in London, as well as shows in France and international exhibitions in the USA.

It would have been during these years in London that Streeton painted the present lot, most likely in 1898 or early 1899, prior to the South Kensington Museum being renamed as the Victoria and Albert Museum on 17 May 1899. The ceremony for this renaming and the laying of the foundation stone for the Aston Webb building was officiated by Queen Victoria - her last official public appearance.

With the outbreak of the First World War, Streeton enlisted in the Australian Army Medical Corps, working as an orderly in Wandsworth for two years. In 1918, he was appointed an official war artist, documenting the Western Front for the Commonwealth government. After the war, he and his wife returned to Australia. In his later years, Streeton had become a national institution in Australia, and was knighted in 1937.



Portrait of Arthur Streeton, c.1895 Platinotype, Talma Studios, Melbourne

© Miss A.M.W. Brotherton Estate, c. 1965, Castlemaine Art Museum collection



65

ALBERT CHEVALLIER TAYLER, RBC (BRITISH, 1862-1925)

On the promenade

signed and dated 'A.Chevallier Tayler. 1914.' (lower right)

oil on canvas

71.5 x 91.5cm (28 1/8 x 36in).

£15,000 - 25,000

US\$19,000 - 31,000

€17,000 - 29,000

Provenance

Private collection, Sweden (by 1965)



66

FREDERICK STEAD (BRITISH, 1863-1940)

A picnic

signed 'FRED STEAD' (lower right)

oil on canvas

64 x 76cm (25 3/16 x 29 15/16in).

£18,000 - 25,000

US\$22,000 - 31,000

€21,000 - 29,000

Provenance

Sale, Tennants, 5 July 2007, lot 1339

with Messum's Fine Art, London

Private collection, UK

Exhibited

(possibly) London, Royal Academy, 1919, no.663

London, Messum's Fine Art, *The Realist Tradition*, December 2007

Frederick 'Fred' Stead was born in Shipley, Yorkshire in August 1863. He studied initially at the Shipley School of Art before being awarded a scholarship to The Royal Cambrian Academy. Stead gained a reputation as portrait painter of the rich and wealthy of Bradford and became the Chairman of the Society of Yorkshire Artists. He was however far more than just a portrait painter - his landscapes show a love of his native Yorkshire and he exhibited regularly at The Royal Academy in London including works such as *Shades of Evening*, *The Magic Crystal* and *The Princess and the Frog*.



67

HAROLD HARVEY (BRITISH, 1874-1941)

Marsh landscape

signed and dated 'Harold Harvey 1922' (lower left)

oil on canvas

75.5 x 91cm (29 3/4 x 35 13/16in).

£12,000 - 18,000

US\$15,000 - 22,000

€14,000 - 21,000

Provenance

Private collection, Italy

The present work bears close comparison with several works that Harvey produced in the early 1920s. *Marazion Marsh* (1923) is very similar in composition, subject and treatment, and the present work may also depict the same marshes. Harvey also painted a work entitled *Marazion Marshes*, which is known from an exhibition of 1922, but a slightly smaller size at 30 x 25 inches. Another work which is stylistically comparable is *Chy an Mor* (1922), also known as *Near Zennor* which again depicts a scrubby pastoral landscape with distant farm buildings.

We are grateful to Peter Risdon for his assistance in cataloguing this lot. The work will appear in his online catalogue, www.haroldharvey.info.





68 * AR

MADLINE GREEN (BRITISH, 1884-1947)

Miss Brown

signed with initials 'M.G.' (lower left), inscribed 'MISS BROWN/£25/M GREEN/40 THE MALL' (on the reverse)

oil on canvas

46 x 26cm (18 1/8 x 10 1/4in).

£6,000 - 8,000

US\$7,500 - 10,000

€7,000 - 9,300

Provenance

with M Boswell & Son, Norwich, 1953

Purchased from the above

Private collection, Switzerland

Exhibited

Glasgow, Royal Glasgow Institute, 1937, no.537

In the present lot the artist has used herself as model, here wearing the distinctive chequered scarf which also appears in a number of self-portraits; she has placed herself sitting in front of a window, a technique used to great effect in many of her works, such as *The Velvet Jacket*, sold in these rooms 21 January 2015, lot 124, and *Check scarf*, sold in these rooms 11 January 2006, lot 506.



69 * AR

MADLINE GREEN (BRITISH, 1884-1947)

The Holland smock
signed 'M GREEN' (lower right), inscribed with title and artist's name
and address on the stretcher
oil on canvas
43.5 x 36cm (17 1/8 x 14 3/16in).

£5,000 - 7,000

US\$6,200 - 8,700

€5,800 - 8,100

Provenance

with Dicksee & Co, Glasgow, 1937
with W. Boswell & Son, Norwich, 1953
Purchased from the above
Private collection, Switzerland

Exhibited

London, Royal Academy, 1914, no.758



70 AR

EDWARD SEAGO, RWS (BRITISH, 1910-1974)

Morning Haze, Sheung Wan, Hong Kong
signed 'Edward Seago' (lower left)

oil on board

51 x 66cm (20 1/16 x 26in).

£20,000 - 30,000

US\$25,000 - 37,000

€23,000 - 35,000

Provenance

with G. Blair Laing, Toronto

Sale, Christie's London, 5 November 1999, lot 43

Private collection, Ireland



71 ^{AR}

DOROTHEA SHARP, RBA, ROI (BRITISH, 1874-1955)

Children playing by the shore

signed 'DOROTHEA SHARP' (lower right)

oil on canvas

82.5 x 84.5cm (32 1/2 x 33 1/4in).

£60,000 - 80,000

US\$75,000 - 100,000

€70,000 - 93,000

Provenance

Purchased in New York in the 1970s

Sale, Weschler's Washington, 14 December 2002, lot 598

with Richard Green, London

Purchased from the above in 2003

Private collection, UK



72 ^{AR}

DOROTHEA SHARP, RBA, ROI (BRITISH, 1874-1955)

Springtime

signed 'DOROTHEA SHARP' (lower left)

oil on canvas

51 x 61cm (20 1/16 x 24in).

There is an unfinished composition on the reverse.

£20,000 - 30,000

US\$25,000 - 37,000

€23,000 - 35,000

Provenance

Sale, Sotheby's London, 13 November 1985, lot 105

with Richard Hagen Fine Paintings, Broadway

Private collection, UK



73 AR

DOROTHEA SHARP, RBA, ROI (BRITISH, 1874-1955)

Low tide

signed 'DOROTHEA SHARP' (lower left)

oil on canvas

38 x 45.5cm (14 15/16 x 17 15/16in).

£20,000 - 30,000

US\$25,000 - 37,000

€23,000 - 35,000

Provenance

Sale, Sotheby's London, 24 March 1994, lot 67

Sale, Sotheby's London, 5 December 2001, lot 122

with Richard Green, London

Purchased from the above in 2003

Private collection, UK





74 * AR

SIR WILLIAM RUSSELL FLINT, RA, PRWS (BRITISH, 1880-1969)

Ultramarine and gold
signed 'W.RUSSELL FLINT.' (lower right)
watercolour
50 x 66.5cm (19 11/16 x 26 3/16in).

£8,000 - 12,000

US\$10,000 - 15,000

€9,300 - 14,000

Provenance

with Aitken Dott, Edinburgh in 1920
with Robertson & Bruce Ltd, Dundee
Private collection, Canada



75 AR

SIR WILLIAM RUSSELL FLINT, RA, PRWS (BRITISH, 1880-1969)

Daymer Bay, Cornwall

signed 'W. RUSSELL FLINT' (lower right), signed on board attached to reverse and inscribed 'This is for Winnie + Francis Short/with most affectionate wishes from/W Russell Flint/(A souvenir of a wonderful week in Cornwall/Sept 1947)' on reverse

watercolour

35 x 54cm (13 3/4 x 21 1/4in).

£12,000 - 18,000

US\$15,000 - 22,000

€14,000 - 21,000

Provenance

with The Church Hill Gallery, Cheshire (to be sold with the original receipt)

Private collection, UK

Situated between the North Cornish villages of Rock and Polzeath, Daymer Bay looks to the mouth of the River Camel Estuary. Its long stretch of pristine white sand, undulating dunes and shallow waters is the perfect setting for lazy summer days. The headland in the distance, Stepper Point, shows the 'Daymark' tower, warning fisherman of the infamous Doom Bar sandbar which lies in the mouth of the Estuary. Painted from the shelter of the dunes, Flint would have had the perfect panoramic viewpoint of this beautiful bay.



76 AR

SIR WILLIAM RUSSELL FLINT, RA, PRWS (BRITISH, 1880-1969)

Two models and a mirror
signed 'W. RUSSELL FLINT' (lower right), signed, inscribed with title
on reverse, also inscribed 'commenced Dec 30.1938/Completed Oct
28.1942' on reverse
tempera

67 x 53.5cm (26 3/8 x 21 1/16in).

£25,000 - 35,000

US\$31,000 - 44,000

€29,000 - 41,000

Provenance

Sale, Christie's London, 12 November 1987, lot 35
Private collection, UK



77 * AR

SIR WILLIAM RUSSELL FLINT, RA, PRWS (BRITISH, 1880-1969)

Judgement of Paris

signed 'W.RUSSELL FLINT' (lower right), signed and inscribed 'The

Judgement of Paris/W. Russell Flint/Tempera' on reverse

tempera

64 x 89.5cm (25 3/16 x 35 1/4in).

£12,000 - 18,000

US\$15,000 - 22,000

€14,000 - 21,000

Provenance

Sale, Sotheby's London, 30 August 1974, lot 290

Private collection, Australia



78 AR

SIR WILLIAM RUSSELL FLINT, RA, PRWS (BRITISH, 1880-1969)

The pink wash, Chaffens Farm near Vaunaveys
signed and inscribed 'W.RUSSELL FLINT' (lower right), signed and
inscribed with title and dated 'May-June 1959' on reverse
watercolour

50 x 67cm (19 11/16 x 26 3/8in).

£8,000 - 12,000

US\$10,000 - 15,000

€9,300 - 14,000

Provenance

with Frost & Reed Ltd., 1966

Bedford Eric Taylor

Thence by descent

Exhibited

London, Royal Academy, 1962, no.27



79 AR

SIR WILLIAM RUSSELL FLINT, RA, PRWS (BRITISH, 1880-1969)

Orta

signed 'W.RUSSELL FLINT' (lower left), inscribed and dated 'W Russell
Flint/Orta/1957' on reverse

watercolour

38 x 56cm (14 15/16 x 22 1/16in).

£12,000 - 18,000

US\$15,000 - 22,000

€14,000 - 21,000

Provenance

with The Church Hill Gallery, Cheshire (to be sold with the original
receipt)

Private collection, UK

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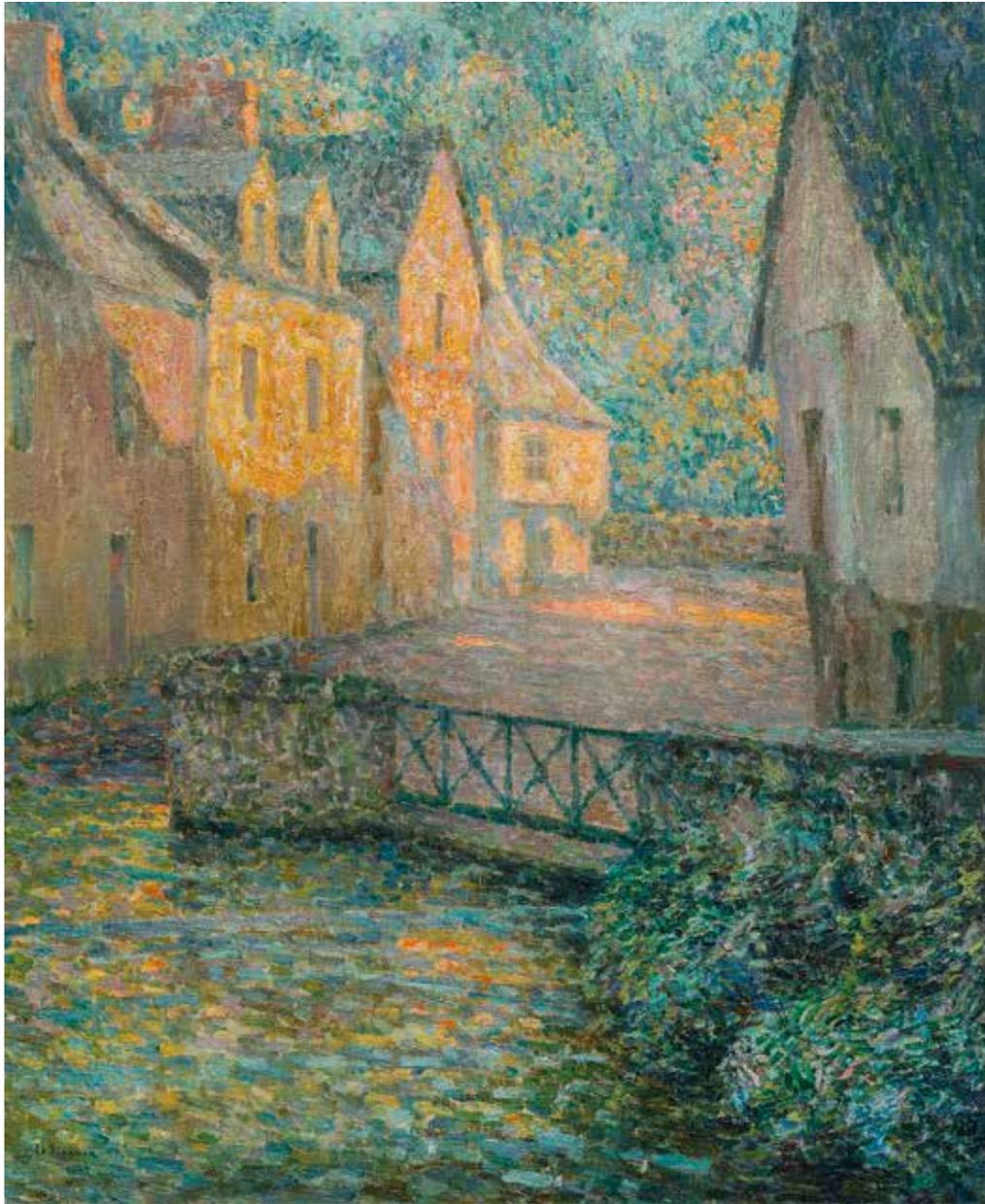
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NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, including *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as "*Bidders*" or "you". Our List of Definitions and Glossary is incorporated into this *Notice to Bidders*. It is at Appendix 3 at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

IMPORTANT: Additional information applicable to the *Sale* may be set out in the *Catalogue* for the *Sale*, in an insert in the *Catalogue* and/or in a notice displayed at the *Sale* venue and you should read them as well. Announcements affecting the *Sale* may also be given out orally before and during the *Sale* without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

1. OUR ROLE

In its role as *Auctioneer of Lots*, *Bonhams* acts solely for and in the interests of the *Seller*. *Bonhams'* job is to sell the *Lot* at the highest price obtainable at the *Sale* to a *Bidder*. *Bonhams* does not act for *Buyers* or *Bidders* in this role and does not give advice to *Buyers* or *Bidders*. When it or its staff make statements about a *Lot* or, if *Bonhams* provides a *Condition Report* on a *Lot* it is doing that on behalf of the *Seller* of the *Lot*. *Bidders* and *Buyers* who are themselves not expert in the *Lots* are strongly advised to seek and obtain independent advice on the *Lots* and their value before bidding for them. The *Seller* has authorised *Bonhams* to sell the *Lot* as its agent on its behalf and, save where we expressly make it clear to the contrary, *Bonhams* acts only as agent for the *Seller*. Any statement or representation we make in respect of a *Lot* is made on the *Seller's* behalf and, unless *Bonhams* sells a *Lot* as principal, not on our behalf and any *Contract for Sale* is between the *Buyer* and the *Seller* and not with us. If *Bonhams* sells a *Lot* as principal this will either be stated in the *Catalogue* or an announcement to that effect will be made by the *Auctioneer*, or it will be stated in a notice at the *Sale* or an insert in the *Catalogue*.

Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, at that stage *Bonhams* does enter into an agreement with the *Buyer*. The terms of that contract are set out in our *Buyer's Agreement*, which you will find at Appendix 2 at the back of the *Catalogue*. This will govern *Bonhams'* relationship with the *Buyer*.

2. LOTS

Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the *Catalogue* (see paragraph 3 below), *Lots* are sold to the *Buyer* on an "as is" basis, with all faults and imperfections. Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. They may not reveal the true condition of the *Lot*. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the *Lot*. *Lots* are available for inspection prior to the *Sale* and it is for you to satisfy yourself as to each and every aspect of a *Lot*, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the *Hammer Price*). It is your responsibility to examine any *Lot* in which you are interested. It should be remembered that the actual condition of a *Lot* may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and *Lots* may not be authentic or of satisfactory quality; the inside of a *Lot* may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many *Lots* they may have been damaged and/or repaired and you should not assume that a *Lot* is in good condition. Electronic or mechanical parts may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before

doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

Any person who damages a *Lot* will be held liable for the loss caused.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

The *Catalogue* contains an *Entry* about each *Lot*. Each *Lot* is sold by its respective *Seller* to the *Buyer* of the *Lot* as corresponding only with that part of the *Entry* which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the *Lot* in the *Catalogue*. The remainder of the *Entry*, which is not printed in bold letters, represents *Bonhams'* opinion (given on behalf of the *Seller*) about the *Lot* only and is not part of the *Contractual Description* in accordance with which the *Lot* is sold by the *Seller*.

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams'* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer's Premium* payable. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

Condition Reports

In respect of most *Lots*, you may ask for a *Condition Report* on its physical condition from *Bonhams*. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. Nor does the *Seller* owe or agree to owe you as a *Bidder* any obligation or duty in respect of this free report about a *Lot*, which is available for your own inspection or for inspection by an expert instructed by you. However, any written *Description* of the physical condition of the *Lot* contained in a *Condition Report* will form part of the *Contractual Description* of the *Lot* under which it is sold to any *Buyer*.

The Seller's responsibility to you

The *Seller* does not make or agree to make any representation of fact or contractual promise, *Guarantee* or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual *Buyer* as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf, which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. Other than as set out above, no statement or representation in any way descriptive of a *Lot* or any *Estimate* is incorporated into any *Contract for Sale* between a *Seller* and a *Buyer*.

Bonhams' responsibility to you

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller's* agent only (unless *Bonhams* sells the *Lot* as principal).

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any *Descriptions* or opinions given by *Bonhams*, or by any person on *Bonhams'* behalf, whether in the *Catalogue* or elsewhere.

You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams'* behalf which is in any way descriptive of any *Lot*

or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

Alterations

Descriptions and *Estimates* may be amended at *Bonhams'* discretion from time to time by notice given orally or in writing before or during a *Sale*.

THE *LOT* IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY *LOT* OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE *SALE*.

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer's* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

We do not accept bids from any person who has not completed and delivered to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form*. You will be asked for proof of identity, residence and references, which, when asked for, you must supply if your bids are to be accepted by us. Please bring your passport, driving licence (or similar photographic proof of identity) and proof of address. We may request a deposit from you before allowing you to bid. We may refuse entry to a *Sale* to any person even if that person has completed a *Bidding Form*.

Bidding in person

You should come to our *Bidder* registration desk at the *Sale* venue and fill out a *Bidder* Registration Form on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer's*. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your *Bidder* Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the *Hammer Price* of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the *Auctioneer* before the next *Lot* is offered for *Sale*. At the end of the *Sale*, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

Bidding by telephone

If you wish to bid at the *Sale* by telephone, please complete a Telephone *Bidding Form*, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee *Bidding Forms* can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your Absentee *Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to Reserves and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

Please visit our *Website* at <http://www.bonhams.com> for details of how to bid via the internet.

Bidding through an agent

Bids will be accepted as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and will require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid. Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will

require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the *Lot* being knocked down to the *Buyer*, a *Contract for Sale* of the *Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the *Catalogue*. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable *VAT*. At the same time, a separate contract is also entered into between us as *Auctioneers* and the *Buyer*. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the *Catalogue*. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the *Catalogue* in case you are the successful *Bidder*. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the *Catalogue* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale*. You should be alert to this possibility of changes and ask if there have been any.

7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. Storage charges and *Expenses* are also payable by the *Buyer* as set out in the *Buyer's Agreement*. All the sums payable to us by the *Buyer* are subject to *VAT*. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* on each lot purchased:

25% up to £100,000 of the *Hammer Price*
20% from £100,001 to £2,000,000 of the *Hammer Price*
12% from £2,000,001 of the *Hammer Price*

The *Buyer's premium* is payable for the services to be provided by *Bonhams* in the *Buyer's Agreement* which is contained in the *Catalogue* for this *Sale* and for the opportunity to bid for the *Lot* at the *Sale*.

On certain *Lots*, which will be marked "AR" in the *Catalogue* and which are sold for a *Hammer Price* of €1,000 or greater (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*), the *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006. The *Additional Premium* will be a percentage of the amount of the *Hammer Price* calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

<i>Hammer Price</i>	Percentage amount
From €0 to €50,000	4%
From €50,000.01 to €200,000	3%
From €200,000.01 to €350,000	1%
From €350,000.01 to €500,000	0.5%
Exceeding €500,000	0.25%

8. VAT

The prevailing rate of *VAT* at the time of going to press is 20%, but this is subject to government change and the rate payable will be the rate in force on the date of the *Sale*.

The following symbols are used to denote that *VAT* is due on the *Hammer Price* and *Buyer's Premium*:

- † *VAT* at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω *VAT* on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- * *VAT* on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*

- G Gold bullion exempt from *VAT* on the *Hammer Price* and subject to *VAT* at the prevailing rate on the *Buyer's Premium*
- Zero rated for *VAT*, no *VAT* will be added to the *Hammer Price* or the *Buyer's Premium*
- α *Buyers* from within the EU: *VAT* is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the EU: *VAT* is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

In all other instances no *VAT* will be charged on the *Hammer Price*, but *VAT* at the prevailing rate will be added to *Buyer's Premium* which will be invoiced on a *VAT* inclusive basis.

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus *VAT* and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to *Bonhams* 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases;

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

Bank transfer: you may electronically transfer funds to our *Trust Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Trust Account* details are as follows:

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited Trust Account
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

Debit cards: there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 2% surcharge;

Credit cards: Visa and Mastercard only. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

China UnionPay (CUP) debit cards: No surcharge for using CUP debit cards will apply on the first £100,000 invoiced to a *Buyer* in any *Sale*; a 2% surcharge will be made on the balance over £100,000.

10. COLLECTION AND STORAGE

The *Buyer* of a *Lot* will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the *Buyer*). For collection and removal of purchased *Lots*, please refer to *Sale* information at the front of the *Catalogue*. Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a *Lot*, the storage of a *Lot* and our *Storage Contractor* after the *Sale* are set out in the *Catalogue*.

11. SHIPPING

Please refer all enquiries to our shipping department on:
Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805
Email: shipping@bonhams.com

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

Please be aware that all *Lots* marked with the symbol Y are subject to CITES regulations when exporting these items outside the EU. These regulations may be found at <http://www.defra.gov.uk/ahvla-en/imports-exports/cites/> or may be requested from:

Animal Health and Veterinary Laboratories Agency (AHVLA)
Wildlife Licensing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EB
Tel: +44 (0) 117 372 8774

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or

indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 11 of the *Buyers Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to VAT on the *Buyer's Premium*.

16. CLOCKS AND WATCHES

All *Lots* are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the *Lot* is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, *Bonhams* makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, *Bidders* should be aware that a general service, change of battery or further repair work, for which the *Buyer* is solely responsible, may be necessary. *Bidders* should be aware that the importation of watches such as Rolex, Frank Muller and Corum into the United States is highly restricted. These watches may not be shipped to the USA and can only be imported personally.

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

The term "proof exemption" indicates that a firearm has been examined at a Proof House, but not proved, as either (a) it was deemed of interest and not intended for use, or (b) ammunition was not available. In either case, the firearm must be regarded as unsafe to fire unless subsequently proved. Firearms proved for Black Powder should not be used with smokeless ammunition.

The term "Certificate of Unprovability" indicates that a firearm has been examined at a Proof House and is deemed both unsuitable for proof and use. Reproof is required before any such firearm is to be used.

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the ° of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

The Sporting Gun Department endeavours to confirm a gun's original specification and date of manufacture with makers who hold their original records.

Licensing Requirements Firearms Act 1968 as amended

Bonhams is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, *Bonhams* is required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

Please be advised that if a successful *Bidder* is then unable to produce the correct paperwork, the *Lot(s)* will be reoffered by *Bonhams* in the next appropriate *Sale*, on standard terms for *Sellers*, and you will be responsible for any loss incurred by *Bonhams* on the original *Sale* to you.

In the case of RFD certificates and Section 5 authorities, we wish to keep an up-to-date copy on file. Please supply us with a Fax or photocopy. It would be helpful if you could send us an updated copy whenever your certificate or authority is renewed or changed.

Lots marked 'S1' and bearing red labels are Section 1 firearms and require a valid British Firearms certificate, RFD Licence or import licence.

Lots marked 'S2' and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD licence or import licence.

Lots marked 'S5' and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

Lots marked with a 'S58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked *Lots* require no licence.

Please do not hesitate to contact the Modern Sporting Gun Department should you have any queries.

Taxidermy and Related Items

As a *Seller* of these articles, *Bonhams* undertakes to comply fully with Cites and DEFRA regulations. *Buyers* are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.

18. FURNITURE

Upholstered Furniture

Whilst we take every care in cataloguing furniture which has been upholstered we offer no *Guarantee* as to the originality of the wood covered by fabric or upholstery.

19. JEWELLERY

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

Estimated Weights

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

Signatures

1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams'* opinion the piece is by that maker.

2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams'* opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams'* opinion, but using stones or designs supplied by the client.

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Descriptions* contained in the *Contract for Sale*:

- "Jacopo Bassano": in our opinion a work by the artist.
When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

22. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our *Catalogues* we detail, as far as practicable, recorded all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

When mention is made of a Veteran Car Club Dating Plate or Dating Certificate in this *Catalogue*, it should be borne in mind that the Veteran Car Club of Great Britain using the services of Veteran Car Company Ltd, does from time to time, review cars already dated and, in some instances, where fresh evidence becomes available, the review can result in an alteration of date. Whilst the Club and Veteran Car Company Ltd make every effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car.

24. WINE

Lots which are lying under Bond and those liable to VAT may not be available for immediate collection.

Examining the wines

It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details.

It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm
15 to 30 years old – top shoulder (ts) or up to 5cm
Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

A parcel is a number of *Lots* of identical size of the same wine, bottle size and *Description*. The *Buyer* of any of these *Lots* has the option to accept some or all of the remaining *Lots* in the parcel at the same price, although such options will be at the *Auctioneer's* sole discretion. Absentee *Bidders* are, therefore, advised to bid on the first *Lot* in a parcel.

Wines in Bond

Wines lying in Bond are marked Δ. All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price*. If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

Buyers must notify *Bonhams* at the time of the sale whether they wish to take their wines under Bond or Duty paid. If a *Lot* is taken under Bond, the *Buyer* will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

Buyers outside the UK must be aware that any forwarding agent appointed to export their purchases must have a movement certificate for *Lots* to be released under Bond.

Bottling Details and Case Terms

The following terms used in the *Catalogue* have the following meanings:

CB – Château bottled
DB – Domaine bottled
EstB – Estate bottled
BB – Bordeaux bottled
BE – Belgian bottled
FB – French bottled
GB – German bottled
OB – Oporto bottled
UK – United Kingdom bottled
owc – original wooden case
iwc – individual wooden case
oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

•, †, *, G, Ω, α see clause 8, VAT, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from info@bonhams.com

APPENDIX 1

CONTRACT FOR SALE

IMPORTANT: These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

Under this contract the *Seller's* liability in respect of the quality of the *Lot*, its fitness for any purpose and its conformity with any *Description* is limited. You are strongly advised to examine the *Lot* for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

- 1.1 These terms govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the *Catalogue* are incorporated into this *Contract for Sale* and a separate copy can also be provided by *Bonhams* on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.
- 1.3 The *Seller* sells the *Lot* as the principal to the *Contract for Sale*, such contract being made between the *Seller* and you through *Bonhams* which acts in the sole capacity as the *Seller's* agent and not as an additional principal. However, if the *Catalogue* states that *Bonhams* sells the *Lot* as principal, or such a statement is made by an announcement by the *Auctioneer*, or by a notice at the *Sale*, or an insert in the *Catalogue*, then *Bonhams* is the *Seller* for the purposes of this agreement.

- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the *Sale* of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the *Entry* in the *Catalogue* which is not printed in bold letters, which merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.
- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by or on behalf of the *Seller* including by *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.

- 4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the *Sale* of Goods Act 1979 or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the *Lot* passes to you when it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* after the fall of the *Auctioneer's* hammer until you obtain full title to it.
- 5.2 Title to the *Lot* remains in and is retained by the *Seller* until the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to, and received in cleared funds by, *Bonhams*.

6 PAYMENT

- 6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 6.2 Time will be of the essence in relation to payment of the *Purchase Price* and all other sums payable by you to *Bonhams*. Unless agreed in writing with you by *Bonhams* on the *Seller's* behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to *Bonhams* by you in the currency in which the *Sale* was conducted by not later than 4.30pm on the second working day following the *Sale* and you must ensure that the funds are cleared by the seventh working day after the *Sale*. Payment must be made to *Bonhams* by one of the methods stated in the *Notice to Bidders* unless otherwise agreed with you in writing by *Bonhams*. If you do not pay any sums due in accordance with this paragraph, the *Seller* will have the rights set out in paragraph 8 below.

7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams*.
- 7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.
- 7.3 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/ or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.
- 7.4 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.5 You will be wholly responsible for any removal, storage or other charges or *Expenses* incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, *Expenses* and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8 FAILURE TO PAY FOR THE LOT

- 8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale* the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the *Lot*;
- 8.1.4 to remove and store the *Lot* at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of a *Business*) you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on seven days written notice to sell, *Without Reserve*, any of your other property in the possession of the *Seller* and/or of *Bonhams* (as bailee for the *Seller*) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such *Sale* in satisfaction or part satisfaction of any amounts owed to the *Seller* or to *Bonhams*; and
- 8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the *Seller* or to *Bonhams* by you.
- 8.2 You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other *Expenses* and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* becomes liable to pay the same until payment by you.
- 8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

9 THE SELLER'S LIABILITY

- 9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the *Sale of Goods Act 1979* or otherwise.
- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the *Misrepresentation Act 1967*, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*;
- 9.3.2 the *Seller* will not be liable for any loss of *Business*, *Business* profits or revenue or income or for loss of reputation or for disruption to *Business* or wasted time on the part of the *Buyer* or of the *Buyer's* management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the *Seller* is liable to you in respect of the *Lot*, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the *Seller's* liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the *Occupiers Liability Act 1957*, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the *Contract for Sale*.
- 10.2 The *Seller's* failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the *Seller's* ability subsequently to enforce any right arising under the *Contract for Sale*.

- 10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the *Contract for Sale* "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.
- 10.12 Where the *Contract for Sale* confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the *Seller*, it will also operate in favour and for the benefit of *Bonhams*, *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of *Contracts (Rights of Third Parties) Act 1999*, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

11 GOVERNING LAW

All transactions to which the *Contract for Sale* applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes place and the *Seller* and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the *Seller* may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

APPENDIX 2

BUYER'S AGREEMENT

IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a Lot has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the Contract for Sale of the Lot between you and the Seller is made on the fall of the *Auctioneer's* hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless *Bonhams* sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the Lot in accordance with paragraph 5;
- 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the Lot or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the Lot as principal) made as agent on behalf of the Seller.

2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the Seller under the Contract for Sale in respect of the Lot.

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the Sale:
- 3.1.1 the *Purchase Price* for the Lot;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and
- 3.1.3 if the Lot is marked [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the Seller in respect of the Lot, any *Expenses* and VAT and any interest earned and/or incurred until payment to the Seller.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each Lot and secondly pro-rata to pay all amounts due to *Bonhams*.

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

- 4.4 If you have not collected the Lot by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the Lot on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the Lot will either be held by us as agent on behalf of the Seller or held by the *Storage Contractor* as agent on behalf of the Seller and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the Lot into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the Lot from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

5 STORING THE LOT

We agree to store the Lot until the earlier of your removal of the Lot or until the time and date set out in the *Notice to Bidders*, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the Sale) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the Lot (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the Lot before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the Sale) we may remove the Lot to another location, the details of which will usually be set out in the relevant section of the Catalogue. If you have not paid for the Lot in accordance with paragraph 3, and the Lot is moved to any third party's premises, the Lot will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.

6 RESPONSIBILITY FOR THE LOT

- 6.1 Only on the payment of the *Purchase Price* to us will title in the Lot pass to you. However under the *Contract for Sale*, the risk in the Lot passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	7.3.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	7.4	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.
7.1.2	8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	to retain possession of the <i>Lot</i> ;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
7.1.3	8.1	to remove, and/or store the <i>Lot</i> at your expense;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
7.1.4	8.1.1	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or
7.1.5	8.1.2	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or
7.1.6	8.1.3	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
7.1.7	8.1.4	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
7.1.8	8.2	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.2	The discretion referred to in paragraph 8.1:
7.1.9	8.2.1	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
7.1.10	8.2.2	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
7.1.11	9 FORGERIES	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9	FORGERIES
7.2	9.1	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.
	9.2		9.2	Paragraph 9 applies only if:
	9.2.1		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and
	9.2.2		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
	9.2.3		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .
	9.3		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
	9.3.1		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
	9.3.2		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
	9.4		9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
	9.5		9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
	9.6		9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
	9.7		9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
	9.8		9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
	10 OUR LIABILITY		10	OUR LIABILITY
	10.1		10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
	10.2		10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
	10.2.1		10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
	10.2.2		10.2.2	changes in atmospheric pressure; nor will we be liable for:
	10.2.3		10.2.3	damage to tension stringed musical instruments; or
	10.2.4		10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

You may wish to protect yourself against loss by obtaining insurance.

10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the *Lot* is made up wholly of a *Book* or *Books* and any *Book* does not contain text or illustrations (in either case referred to as a "non-conforming *Lot*"), we undertake a personal responsibility for such a non-conforming *Lot* in accordance with the terms of this paragraph, if:

the original invoice was made out by us to you in respect of the *Lot* and that invoice has been paid; and

you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a non-conforming *Lot*, and in any event within 20 days after the *Sale* (or such longer period as we may agree in writing) that the *Lot* is a non-conforming *Lot*; and

within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

but not if:

the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or

the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or

it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or

the *Lot* comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or

the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain a collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.

If we are reasonably satisfied that a *Lot* is a non-conforming *Lot*, we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.

The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

12 MISCELLANEOUS

12.1 You may not assign either the benefit or burden of this agreement.

12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.

12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.

12.8 In this agreement "including" means "including, without limitation".

12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

12.10 Reference to a numbered paragraph is to a paragraph of this agreement.

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNING LAW

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.

APPENDIX 3

DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

LIST OF DEFINITIONS

"**Additional Premium**" a premium, calculated in accordance with the *Notice to Bidders*, to cover *Bonhams'* Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the *Buyer* to *Bonhams* on any *Lot* marked [AR] which sells for a *Hammer Price* which together with the *Buyer's Premium* (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).
"**Auctioneer**" the representative of *Bonhams* conducting the *Sale*.

"Bidder" a person who has completed a *Bidding Form*.

"Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

"Bonhams" Bonhams 1793 Limited or its successors or assigns. *Bonhams* is also referred to in the *Buyer's Agreement*, the Conditions of Business and the *Notice to Bidders* by the words "we", "us" and "our".

"Book" a printed *Book* offered for *Sale* at a specialist *Book Sale*.

"Business" includes any trade, *Business* and profession.

"Buyer" the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words "you" and "your".

"Buyer's Agreement" the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).

"Buyer's Premium" the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.

"Catalogue" the *Catalogue* relating to the relevant *Sale*, including any representation of the *Catalogue* published on our *Website*.

"Commission" the *Commission* payable by the *Seller* to *Bonhams* calculated at the rates stated in the *Contract Form*.

"Condition Report" a report on the physical condition of a *Lot* provided to a *Bidder* or potential *Bidder* by *Bonhams* on behalf of the *Seller*.

"Conditions of Sale" the *Notice to Bidders*, *Contract for Sale*, *Buyer's Agreement* and Definitions and Glossary.

"Consignment Fee" a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the Conditions of Business.

"Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.

"Contract Form" the *Contract Form*, or vehicle *Entry form*, as applicable, signed by or on behalf of the *Seller* listing the *Lots* to be offered for *Sale* by *Bonhams*.

"Contract for Sale" the *Sale* contract entered into by the *Seller* with the *Buyer* (see Appendix 1 in the *Catalogue*).

"Contractual Description" the only *Description* of the *Lot* (being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters, any photograph (except for the colour) and the contents of any *Condition Report*) to which the *Seller* undertakes in the *Contract for Sale* the *Lot* corresponds.

"Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).

"Entry" a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.

"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.

"Expenses" charges and *Expenses* paid or payable by *Bonhams* in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot* for *Sale*, storage charges, removal charges, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer*, plus *VAT* if applicable.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot*. A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the *Lot*, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot*.

"Guarantee" the obligation undertaken personally by *Bonhams* to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales*, a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement*.

"Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

"Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.

"Lot" any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).

"Motoring Catalogue Fee" a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles.

"New Bond Street" means *Bonhams'* saleroom at 101 New Bond Street, London W1S 1SR.

"Notional Charges" the amount of *Commission* and *VAT* which would have been payable if the *Lot* had been sold at the *Notional Price*.

"Notional Fee" the sum on which the *Consignment Fee* payable to *Bonhams* by the *Seller* is based and which is calculated according to the formula set out in the Conditions of Business.

"Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.

"Notice to Bidders" the notice printed at the back or front of our *Catalogues*.

"Purchase Price" the aggregate of the *Hammer Price* and *VAT* on the *Hammer Price* (where applicable), the *Buyer's Premium* and *VAT* on the *Buyer's Premium* and any *Expenses*.

"Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

"Sale" the auction *Sale* at which a *Lot* is to be offered for *Sale* by *Bonhams*.

"Sale Proceeds" the net amount due to the *Seller* from the *Sale* of a *Lot*, being the *Hammer Price* less the *Commission*, any *VAT* chargeable thereon, *Expenses* and any other amount due to us in whatever capacity and howsoever arising.

"Seller" the person who offers the *Lot* for *Sale* named on the *Contract Form*. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the *Contract Form* acts as an agent for a principal (whether such agency is disclosed to *Bonhams* or not), "*Seller*" includes both the agent and the principal who shall be jointly and severally liable as such. The *Seller* is also referred to in the Conditions of Business by the words "you" and "your".

"Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.

"Stamp" means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

"Standard Examination" a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.

"Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).

"Storage Contractor" means the company identified as such in the *Catalogue*.

"Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

"Trust Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams'* normal business bank account.

"VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

"Website" *Bonhams Website* at www.bonhams.com

"Withdrawal Notice" the *Seller's* written notice to *Bonhams* revoking *Bonhams'* instructions to sell a *Lot*.

"Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:

"artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

"bailee": a person to whom goods are entrusted.

"indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.

"interpleader proceedings": proceedings in the Courts to determine ownership or rights over a *Lot*.

"knocked down": when a *Lot* is sold to a *Bidder*, indicated by the fall of the hammer at the *Sale*.

"lien": a right for the person who has possession of the *Lot* to retain possession of it.

"risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

"title": the legal and equitable right to the ownership of a *Lot*.

"tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ACT 1979

The following is an extract from the Sale of Goods Act 1979:

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
 - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
 - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
 - (a) the seller;
 - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
 - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

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Art Nouveau & Decorative Art & Design

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Entertainment Memorabilia

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Furniture

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Golf Sporting Memorabilia

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Impressionist & Modern Art

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